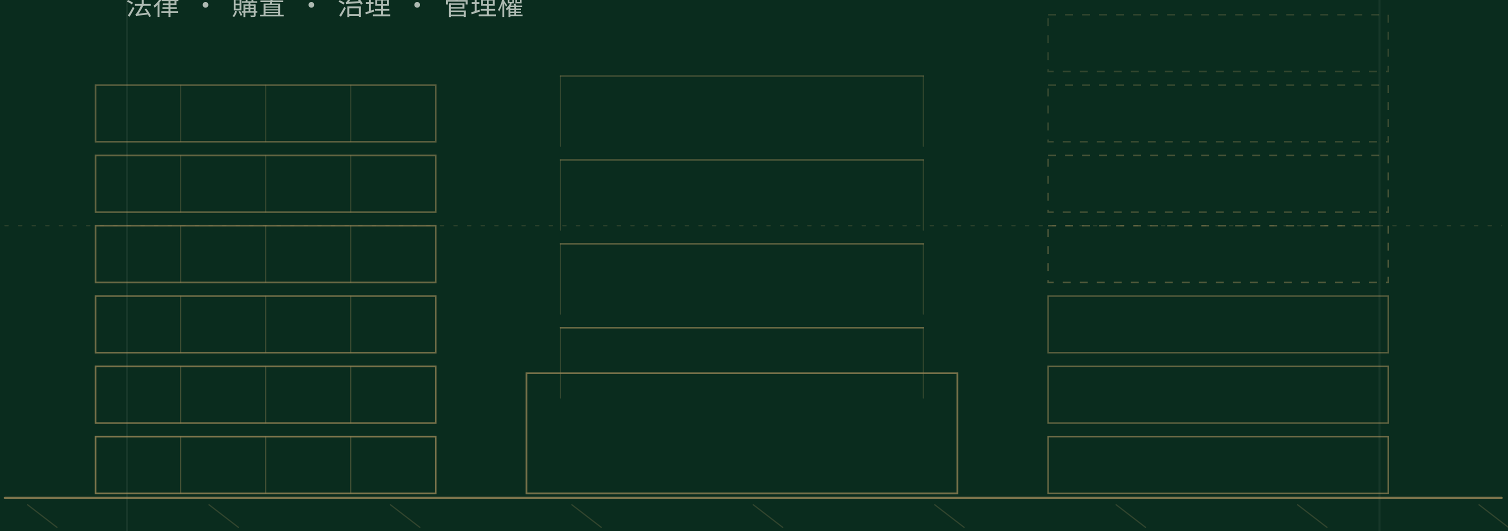
PRACTICAL LAW · ILLUSTRATED BILINGUAL GUIDE

Queensland Strata Property Guide

昆士蘭分層產權物業指南

Law · Purchasing · Governance · Management rights

法律 · 購置 · 治理 · 管理權



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ENGLISH & TRADITIONAL CHINESE · 34 FIGURES

Reader note

讀者須知

IMPORTANT 重要提示

This guide is general educational information, not legal, financial, tax, building or investment advice. Property and body corporate outcomes turn on the contract, title, survey plan, community management statement, applicable regulation module and current law. Obtain independent Queensland legal advice before signing, waiving a condition, settling, or buying management rights.

本指南僅提供一般教育資訊，並非法律、財務、稅務、建築或投資意見。物業及業主法人團體的法律結果，取決於契約、產權、測量圖則、社區管理聲明、適用的規管模組及現行法例。簽署契約、放棄條件、辦理交割或購買管理權前，應取得獨立的昆士蘭法律意見。

The guide uses “strata” as a convenient Australian umbrella expression. Queensland legislation generally uses “community titles scheme” and “body corporate”; New South Wales uses “strata scheme” and “owners corporation”. State and territory statutes are not interchangeable.

本指南以「分層產權」作為澳洲制度的概括用語。昆士蘭法例一般使用「社區產權項目」及「業主法人團體」；新南威爾斯州則使用「分層產權項目」及「業主立案法團」。各州及領地的法例不可互換適用。

Traditional Chinese terms follow the supplied Australian Strata Titles Glossary. They are practical explanations rather than official translations. Where a translation differs from the English text, the English text governs.

繁體中文用語依照所提供的《澳洲分層產權術語表》。中文屬實務解釋，並非官方譯文。如譯文與英文有異，概以英文為準。

Editorial method

編寫方法

The English narrative uses a proposition–operation–consequence method. Each subject first identifies the legal structure, then explains how it operates and finally states the practical result for an owner, buyer, body corporate, manager or adviser. The wording and analysis in this guide remain original.

英文正文採用「法律命題—運作方式—實務結果」的編寫方法。每一主題先確定法律架構，再說明其運作方式，最後指出對業主、買方、業主法人團體、管理人或顧問的實際影響。本指南的文字及分析均為原創。

- Define the statutory object before discussing its commercial effect.
- Keep title, governance, management and contractual rights analytically separate.
- Use legislative history and worked examples to explain why the present rule exists.

- 先界定法定對象，再討論其商業效果。
- 分開分析產權、治理、管理及契約權利。
- 以立法沿革及實例說明現行規則的由來。

- State the jurisdictional qualification and practical consequence, rather than relying on labels.
- 明確指出司法管轄區限制及實務後果，而不依賴名稱標籤。

Core terminology

核心術語

CORE TERMS 核心術語	CORE TERMS 核心術語
Strata title 分層產權 Separate ownership of a lot plus shared interests and obligations. 單元之獨立所有權，並附帶共有權益與共同義務。	**Community titles scheme** 社區產權項目 Queensland’s main statutory scheme structure. 昆士蘭主要的法定社區產權項目架構。
Body corporate 業主法人團體 The statutory collective body comprising all lot owners. 由所有單元業主組成的法定集體組織。	**Lot** 單元／地塊 The separately owned property shown on the registered plan. 註冊圖則所示並由個別業主持有的獨立產權部分。
Common property 公共財產／共有財產 Shared land and infrastructure outside individual lots, subject to the plan. 位於個別單元範圍以外、依圖則界定的共用土地及基礎設施。	**Community Management Statement (CMS)** 社區管理聲明 Recorded document containing scheme identification, entitlements, by-laws and module. 載有項目識別資料、權益表、管理規約及適用規管模組的註冊文件。
Volumetric subdivision 空間體積式分割 Three-dimensional division of land into separately titled spatial lots. 將土地以三維空間方式分割為可獨立登記的空間地塊。	**Building Management Statement (BMS)** 建築管理聲明 Registered reciprocal rights and obligations coordinating shared building interfaces. 以註冊互惠權利及義務協調共用建築介面的文件。
By-laws 管理規約 Scheme rules regulating use and enjoyment of lots and common property. 規管單元及共有財產使用與享用的項目規則。	**Levy** 管理費 An owner’s contribution to body corporate expenditure. 業主為支付業主法人團體開支而繳付的管理費。
Sinking fund 儲備基金／維修基金 Fund for forecast capital expenditure and major replacement work. 用於預計資本開支及主要更換工程的基金。	**Management rights** 管理權 A combined caretaking and authorised letting business connected with a scheme. 與項目相關的管理維護服務及獲授權出租業務的組合。
Committee 委員會 Elected body that administers the scheme between general meetings; its authorised decision is a decision of the body corporate. 由業主選出、在兩次業主大會之間管理項目的機關；其獲授權的決定即屬業主法人團體的決定。	**General meeting** 全體業主大會 Meeting of all owners at which reserved and restricted issues are decided by the prescribed resolution. 全體業主參與的會議，保留及受限制事項須在此以規定決議決定。

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全書圖表由第1至34號連續編號；各章開首另列該章節目。

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Kevin Pai is a Partner of Bugden Allen Group Legal. His work focuses on strata and community title development, complex and mixed-use titling, project restructuring, body corporate governance and management rights. He has particular experience with Queensland's historical and site-specific regimes and advises developers, bodies corporate, managers, investors and overseas participants on transactions, governance and disputes.

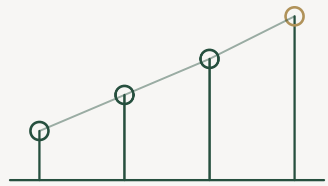
白宗翰是Bugden Allen Group Legal合夥人。他專注於分層及社區產權發展、複雜及混合用途產權架構、問題項目重組、業主法人團體治理及管理權，並對昆士蘭歷史及特定地點制度具有專門經驗。他為開發商、業主法人團體、管理人、投資者及海外參與者就交易、治理及爭議提供意見。

Kevin is an honours law graduate of the University of Queensland, a member of the Australian College of Strata Lawyers, the Urban Development Institute of Australia (Queensland) and Strata Community Association (Queensland). His practice connects development structuring with the long-term operational consequences of the title, governance and management documents.

白宗翰以榮譽成績畢業於昆士蘭大學法律系，並為澳洲分層產權律師學院、澳洲城市發展學會（昆士蘭）及昆士蘭分層社區協會成員。他的執業把發展架構與產權、治理及管理文件的長期運作後果結合分析。

PRACTICE	FIRM	MEMBERSHIPS
Strata & community title development	Bugden Allen Group Legal	ACSL · UDIA (Qld) · SCA (Qld)
分層及社區產權發展	合夥人	專業學會成員

CHAPTER 1 · 第1章



01

History of Strata Legislation in Australia

澳洲分層產權立法沿革

1.1 The 1961 breakthrough
1961年的突破

1.2 National adoption and local variation
全國採用與地方差異

1.3 From apartment blocks to communities
從公寓大廈到社區

1.4 The enduring legal bargain
持續存在的法律平衡

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1.6 The legal innovation of the 1961 model
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1.7 National adoption without national uniformity
全國採用但並非全國統一

1.8 Reform waves and the modern policy agenda
改革浪潮與現代政策方向

Statutory strata title converts a defined part of a building into land capable of separate ownership, transfer and mortgage, while preserving compulsory rights and obligations in relation to the balance of the property. Before that legislation, company title commonly gave the purchaser shares and a contractual occupation right, not a separate registered title to the apartment. The history is therefore the history of a legal technique developed to combine individual ownership with collective administration.

法定分層產權把建築物中明確界定的部分轉化為可獨立擁有、轉讓及抵押的土地，同時保留對其餘物業的強制權利及義務。在相關立法出現以前，公司產權通常只給予買方股份及契約上的佔用權，而不是公寓本身的獨立註冊產權。因此，這段歷史實質上是法律如何把個別所有權與集體行政管理結合起來的發展史。

1.1

The 1961 breakthrough

1961年的突破

New South Wales enacted the Conveyancing (Strata Titles) Act 1961, widely recognised as the first modern strata-title statute. It allowed a registered plan to create individually transferable lots and common property, supported by collective management. The model was commercially important because a lot could be mortgaged and conveyed as land, making apartment ownership easier to finance.

新南威爾斯州於1961年制定《物業轉讓（分層產權）法》，普遍被視為首部現代分層產權法例。註冊圖則可劃分可獨立轉讓的單元及共有財產，並設立集體管理機制。由於單元可如土地般抵押及轉讓，公寓購置更容易取得融資，因而具有重大商業意義。

1.2

National adoption and local variation

全國採用與地方差異

Other states and territories adopted their own unit, strata or group-title statutes through the 1960s and 1970s. The shared architecture was similar—registered lots, common property, compulsory membership and levies—but terminology, voting, maintenance boundaries, disclosure and dispute forums developed differently. There is no single Australian strata Act.

其他州及領地在1960至1970年代先後制定各自的單元、分層或組合產權法例。共同架構大致相似，包括註冊單元、共有財產、強制成員資格及管理費；但術語、投票、維修界線、披露及爭議處理機制各有發展。澳洲並不存在一部全國統一的分層產權法。

1.3

From apartment blocks to communities

從公寓大廈到社區

- Early schemes focused on vertical apartment buildings.
- Group and community-title laws later accommodated townhouses, shared roads and staged estates.

- 早期制度主要處理垂直式公寓大廈。
- 其後的組合及社區產權法容納了聯排住宅、共用道路及分期發展屋苑。

- Layered and mixed-use structures enabled residential, retail, hotel and marina components to share infrastructure.
- Modern reforms increasingly address consumer disclosure, building defects, sustainability, pets, electronic meetings and redevelopment of ageing schemes.

- 分層級及混合用途架構，使住宅、零售、酒店及遊艇碼頭可共用基礎設施。
- 現代改革日益關注消費者披露、建築缺陷、可持續發展、寵物、電子會議及老舊項目重建。

1.4

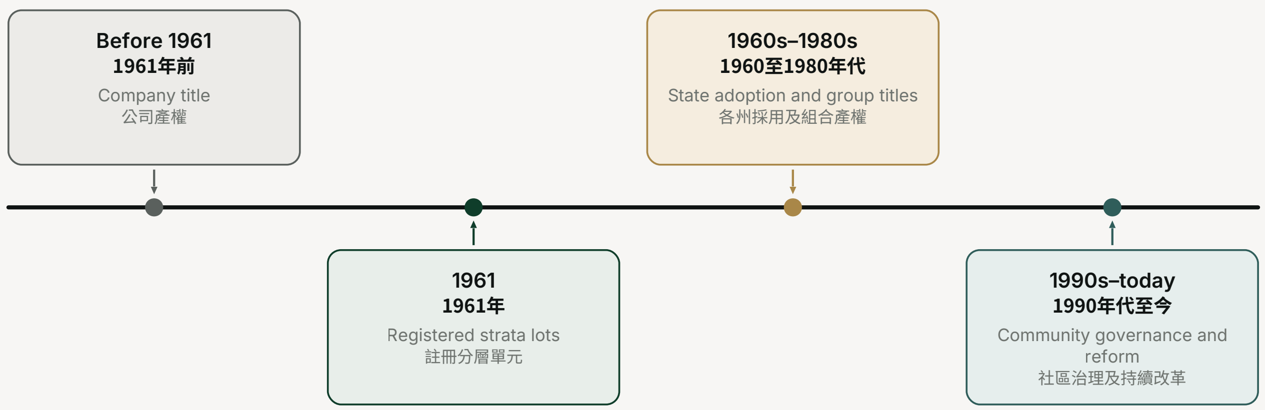
The enduring legal bargain

持續存在的法律平衡

Strata ownership combines private title with mandatory collective governance. An owner gains a marketable lot but accepts by-laws, levies, shared maintenance and majority decision-making. Most recurring disputes—noise, pets, parking, repairs, insurance and expenditure—flow from the tension between individual autonomy and collective responsibility.

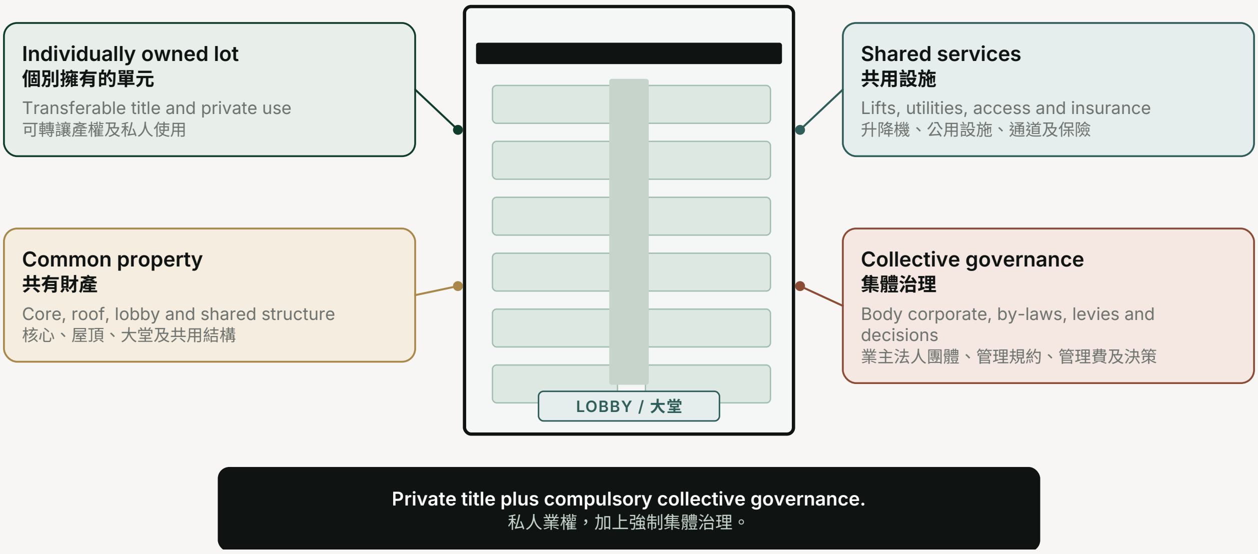
分層產權把私人業權與強制集體治理結合。業主取得可買賣的單元，同時須接受管理規約、管理費、共同維修及多數決策。噪音、寵物、泊車、維修、保險及支出等常見爭議，均源自個人自主與集體責任之間的張力。

FIG 1 **The evolution of Australian strata law** ／ 澳洲分層產權法的演變



The core innovation: a transferable private lot supported by mandatory shared governance.
核心創新：可轉讓的私人單元，並由強制共同治理制度支撐。

FIG 2 The strata ownership bargain ／分層產權的法律平衡



1.5

Company title before strata

分層產權前的公司產權

Before statutory strata title, many Australian apartment buildings used company title. A company owned the whole land and building; each resident acquired shares carrying a contractual right to occupy a nominated apartment. The occupier therefore owned personal property—the shares—rather than a separately registered freehold lot.

在法定分層產權出現以前，澳洲不少公寓大廈採用公司產權。公司持有整幅土地及大廈，每名住戶購入與指定公寓佔用權相連的公司股份。因此，住戶擁有的是作為動產的股份，而不是獨立註冊的永久業權單元。

The model could work, but it depended heavily on the company constitution, occupancy agreement and directors. Transfers, leasing and renovations might require company approval. Mortgage finance was more difficult because the lender did not receive a conventional registered mortgage over the apartment. These constraints created the commercial demand for legislation that could turn a three-dimensional part of a building into transferable land while preserving collective control of shared areas.

公司產權可以運作，但高度依賴公司章程、佔用協議及董事決策。轉讓、出租及裝修可能需要公司批准。由於貸款人不能就公寓取得傳統註冊抵押，融資亦較困難。這些限制促成了立法需求：把大廈內三維空間轉化為可轉讓土地，同時保留對共用地方的集體管理。

PRACTICAL CHECKLIST 實務清單

- Identify whether the interest is land, shares or a long-term lease.
- Read every occupancy restriction and approval mechanism.
- Confirm lender acceptance before assuming ordinary home-loan finance is available.

- 確認所購權益屬土地、股份還是長期租賃。
- 審閱所有使用限制及批准機制。
- 在假設可取得一般住宅貸款前，先確認貸款機構是否接受該產權形式。

- Check whether liabilities attach to the company as well as the occupier.

- 查明責任是否同時由公司及佔用人承擔。

PRACTICAL EFFECT 實務效果

Company title is not simply an older name for strata title; it is a different ownership structure, and it calls for a different legal and finance review.

公司產權並非分層產權的舊稱，而是不同的所有權架構，必須採用不同的法律及融資審查方法。

1.6

The legal innovation of the 1961 model

1961年制度的法律創新

The New South Wales legislation enacted in 1961 separated ownership vertically and horizontally by reference to a registered strata plan. It connected three elements that had previously been difficult to combine: an individually transferable lot, an inseparable interest in common property, and a statutory collective body responsible for administration.

新南威爾斯州於1961年制定的法例，透過註冊分層圖則把所有權按垂直及水平空間劃分。該制度結合了過往難以並存的三項元素：可獨立轉讓的單元、不可分割的共有財產權益，以及負責行政管理的法定集體組織。

This architecture made an apartment recognisable to the land-titles and mortgage systems. Registration supplied certainty about the lot, while the statutory organisation supplied continuity when owners changed. The key insight was that private ownership and compulsory community governance are not alternatives: they must operate together. That insight remains visible in every modern Australian strata or community-title regime.

此架構令公寓可被土地登記及抵押制度辨識。註冊確定單元範圍；法定組織則在業主更替時維持治理延續。其核心創見在於：私人所有權與強制社區治理並非二選一，而必須並行。現代澳洲所有分層或社區產權制度仍沿用此理念。

PRACTICAL CHECKLIST 實務清單

- The plan defines the proprietary object.
- Common property supports access, structure and shared services.
- Membership follows ownership automatically.
- Levies convert collective obligations into enforceable owner contributions.

- 圖則界定所有權標的。
- 共有財產支援通道、結構及共同設施。
- 成員資格隨所有權自動轉移。
- 管理費把集體義務轉化為可執行的業主分攤責任。

PRACTICAL EFFECT 實務效果

A registered plan is not a marketing floor plan but a legal instrument, capable of determining ownership, maintenance, insurance and renovation responsibility.

註冊圖則並非銷售平面圖，而是可決定所有權、維修、保險及裝修責任的法律文件。

1.7

National adoption without national uniformity

全國採用但並非全國統一

The 1961 concept spread across Australia, but each state and territory enacted and repeatedly revised its own legislation. The result is a family of related systems rather than one national code. Similar buildings can therefore have materially different meeting rules, maintenance boundaries, disclosure obligations, terminology and dispute forums depending on location.

1961年的制度概念其後傳遍澳洲，但各州及領地分別制定並多次修訂本身法例。結果形成一組相近制度，而非一部全國法典。因此，即使大廈外觀相似，其會議規則、維修界線、披露義務、術語及爭議處理機關亦可能因所在地而有重大差異。

New South Wales now separates development and management legislation; Victoria uses an owners-corporations framework; Western Australia substantially modernised its strata legislation; South Australia distinguishes strata and community titles; and Queensland organises most modern schemes through the BCCM Act and regulation modules. Federal laws still intersect—tax, corporations, competition, privacy and migration rules may matter—but they do not replace the state land-title regime.

新南威爾斯州現把發展與管理法例分開；維多利亞州採用業主立案法團制度；西澳洲大幅現代化其分層產權法；南澳洲區分分層及社區產權；昆士蘭則主要透過BCCM法及規管模組管理現代項目。聯邦稅務、公司、競爭、私隱及移民法例可能同時適用，但不會取代州級土地產權制度。

PRACTICAL CHECKLIST 實務清單

- Use the law of the state or territory where the land is situated.
- Do not transplant form numbers, voting thresholds or terminology from another jurisdiction.
- Treat interstate experience as useful context, not legal authority for the transaction.
- Check transitional provisions for older schemes.

- 適用土地所在州或領地的法律。
- 不可把其他司法管轄區的表格編號、表決門檻或術語直接套用。
- 跨州經驗只可作背景參考，不能當作交易的法律依據。
- 舊有項目須查核過渡條文。

PRACTICAL EFFECT 實務效果

For a national portfolio, use a jurisdiction matrix. A single generic “strata policy” will usually miss local statutory requirements.

管理全國物業組合時，應建立司法管轄區對照表。單一通用「分層產權政策」通常會遺漏地方性法定要求。

1.8

Reform waves and the modern policy agenda

改革浪潮與現代政策方向

Australian strata legislation has moved through recurring reform waves. The first wave created registrable lots. The second accommodated horizontal estates, staged development and layered communities. Later reforms strengthened financial governance, records, consumer disclosure, dispute resolution and controls on long-term service arrangements.

澳洲分層產權立法經歷多輪改革。第一輪建立可註冊單元；第二輪容納橫向屋苑、分期發展及分層級社區；其後改革則加強財務治理、紀錄、消費者披露、爭議處理及長期服務安排的規管。

Current policy pressures arise from ageing buildings, combustible cladding and other defects, rising insurance premiums, climate resilience, electric-vehicle charging, embedded networks, short-term letting, accessibility, pets and redevelopment/scheme termination. The legal system must allocate cost and decision-making power across owners who may have different time horizons. An investor, resident owner, developer and mortgagee may all assess the same proposal differently.

現時政策壓力源自老舊大廈、可燃外牆及其他缺陷、保費上升、氣候韌性、電動車充電、內嵌網絡、短期出租、無障礙設施、寵物及重建。法律制度必須在持有期不同的業主之間分配成本及決策權；投資者、自住業主、開發商及抵押權人對同一方案可能有不同評價。

PRACTICAL CHECKLIST 實務清單

- Long-term capital planning is now as important as day-to-day administration.
- Disclosure must reveal governance and cost, not only physical condition.
- Digital participation improves access but requires reliable identity and records.
- Redevelopment rules must balance collective economic need with property rights.

- 長期資本規劃與日常行政同樣重要。
- 披露不應只涵蓋實體狀況，亦須反映治理及成本。
- 數碼參與可改善便利性，但須有可靠身份驗證及紀錄。
- 重建規則須平衡集體經濟需要與個人產權。

PRACTICAL EFFECT 實務效果

The history explains why modern strata ownership is a governance product as much as a real-estate product.

立法歷史說明：現代分層產權不只是房地產產品，同時亦是治理產品。

CHAPTER 2 · 第2章

02

History of Strata Legislation in Queensland

昆士蘭分層產權立法沿革

2.1 Legislative timeline
立法時間線

2.2 The current BCCM architecture
現行BCCM架構

2.3 Why legacy legislation matters
舊有法例為何仍重要

2.4 Building Units Titles Act 1965
《1965年建築單元產權法》

2.5 Group titles and the 1980 consolidation
組合產權與1980年整合

2.6 Why the BCCM Act changed the model
BCCM法為何改變制度

2.7 How a community titles scheme is constituted
社區產權項目如何成立

2.8 The five regulation modules
五種規管模組

2.9 Recent reform themes: 2020 to 2025
2020至2025年的近期改革

The first task in a Queensland strata matter is to identify the governing statute from the current title, registered plan and scheme documents. The modern BCCM Act is the principal regime, but it did not abolish every earlier or site-specific system. Queensland's history accordingly remains operational: an older Act may still determine the body corporate structure, voting rules, maintenance obligations and dispute pathway for a present-day scheme.

處理昆士蘭分層產權事務的第一項工作，是從現行產權、註冊圖則及項目文件確定適用法例。現代BCCM法雖是主要制度，但並未廢除所有早期或特定地點制度。因此，昆士蘭的立法沿革仍具有實際效力：舊有法例至今仍可能決定項目的業主法人團體架構、投票規則、維修義務及爭議處理途徑。

2.1

Legislative timeline

立法時間線

YEAR 年份	INSTRUMENT 法例	DEVELOPMENT 發展
1965	Building Units Titles Act 1965	Introduced separate freehold titles for units, common property, a body corporate and unit entitlements. 引入單元獨立永久業權、共有財產、業主法人團體及單元權益。
1973	Group Titles Act 1973	Extended collective-title concepts beyond a single building, including horizontal developments. 把集體產權概念擴展至單幢大廈以外，包括横向發展。
1980	Building Units and Group Titles Act 1980 (BUGT Act)	Consolidated the earlier regimes; still applies to a limited group of legacy and specified schemes. 整合早期制度；現時仍適用於有限的舊有及指定項目。
1985	Sanctuary Cove Resort Act 1985	Created a site-specific resort governance and planning framework. 為神仙灣度假村設立特定地點的治理及規劃制度。
1987	Integrated Resort Development Act 1987	Provided a special structure used for integrated resort developments, including Hope Island Resort land. 為綜合度假村發展提供特別架構，包括希望島度假村範圍內的土地。
1989	South Bank Corporation Act 1989	Created a site-specific statutory framework for the continuing development and management of the South Bank corporation area. 為南岸公司區域的持續開發及管理建立特定地點的法定制度。
1997	Body Corporate and Community Management Act 1997	Established the modern community titles scheme, CMS, regulation modules and specialist dispute resolution. 建立現代社區產權項目、社區管理聲明、規管模組及專門爭議處理制度。
2020	Current principal regulation modules	Updated Standard, Accommodation, Commercial and Small Schemes modules. 更新標準、住宿、商業及小型項目等主要規管模組。
2023–25	Consumer and scheme reforms	Sunset-clause controls, economic termination, pets and the seller-disclosure regime were modernised. 更新日落條款限制、經濟原因終止項目、寵物及賣方披露制度。

2.2

The current BCCM architecture

現行BCCM架構

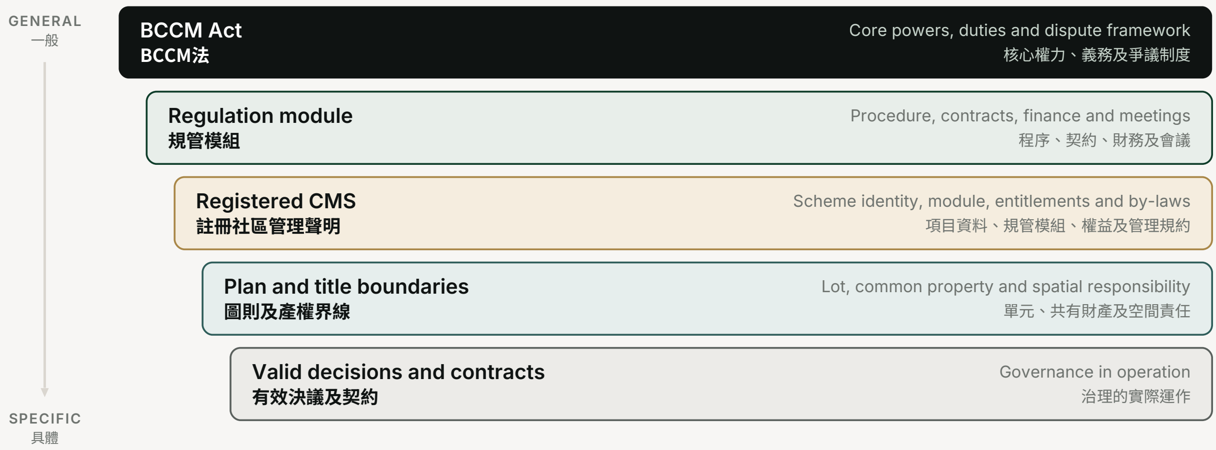
A modern Queensland community titles scheme is created by registering a plan and a community management statement (CMS). All lot owners automatically form the body corporate. The BCCM Act supplies the core legal framework; the CMS identifies the applicable regulation module, lot-entitlement schedules and by-laws.

- Standard Module: the most regulated general model, commonly used where many owners occupy their lots.
- Accommodation Module: designed for schemes with a substantial letting or accommodation focus.
- Commercial Module: adapted for commercial schemes.
- Small Schemes Module: simplified rules for schemes of six lots or fewer.
- Specified Two-lot Schemes Module: a highly simplified regime for eligible residential two-lot schemes.

現代昆士蘭社區產權項目透過註冊圖則及社區管理聲明（CMS）成立。所有單元業主自動組成業主法人團體。《業主法人及社區管理法》提供核心法律架構；CMS則載明適用的規管模組、單元權益表及管理規約。

- 標準規管模組：規管最全面的一般模式，常用於較多自住業主的項目。
- 住宿物業規管模組：適合以出租或住宿用途為主的項目。
- 商業物業規管模組：適用於商業項目。
- 小型項目規管模組：為六個或以下單元提供簡化規則。
- 指定兩單元項目規管模組：為合資格住宅兩單元項目提供高度簡化制度。

FIG 3 **Queensland's BCCM legal stack** ／昆士蘭BCCM法律層級



2.3

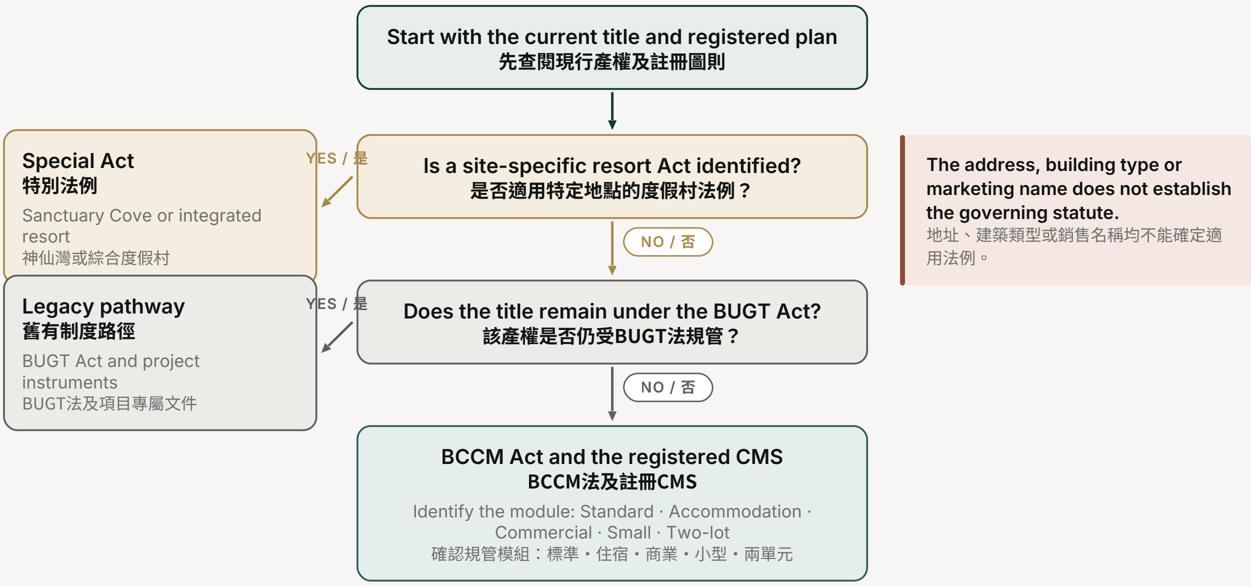
Why legacy legislation matters

舊有法例為何仍重要

The BUGT Act and special development Acts were not simply erased. They continue for particular schemes. Forms, by-laws, meeting procedures and dispute pathways can differ. A due-diligence report should therefore identify the registered plan type, governing Act, body corporate name, applicable module and any layered or thoroughfare body corporate.

《建築單元及組合產權法》與特別發展法例並未完全廢除，仍規管特定項目。因此，表格、管理規約、會議程序及爭議途徑可能不同。盡職調查報告應確認註冊圖則類型、適用法例、業主法人團體名稱、規管模組，以及任何分層級或道路業主法人團體。

FIG 4 Identifying the governing Queensland scheme law ／ 識別昆士蘭項目適用法例



2.4

Building Units Titles Act 1965

《1965年建築單元產權法》

Queensland's Building Units Titles Act 1965 introduced a statutory method for dividing a building into separately owned units and common property. It established a body corporate and used unit entitlements to connect proprietary interests, voting and financial contributions. For its time, the model substantially improved certainty and financeability.

昆士蘭《1965年建築單元產權法》建立法定方法，把大廈劃分為獨立擁有的單元及共有財產。法例設立業主法人團體，並以單元權益連結產權利益、投票及財務分攤。以當時標準而言，該制度大幅提升產權確定性及融資能力。

The legislation was principally suited to a building-based subdivision. It did not yet offer the sophisticated staging, layered schemes, flexible plan formats and differentiated management regimes now expected for mixed-use or master-planned communities. Its importance lies in establishing the basic Queensland vocabulary of unit ownership plus compulsory shared administration.

該法例主要適合以大廈為基礎的分割，尚未提供現今混合用途或總體規劃社區所需的精密分期、分層級項目、彈性圖則格式及差異化管理制度。其重要性在於奠定昆士蘭「單元所有權加強制共同管理」的基本架構。

PRACTICAL CHECKLIST 實務清單

- Confirm whether an older plan was converted or remains under legacy law.
- Do not infer boundaries from the building's visible walls alone.
- Review entitlement schedules before allocating historical costs.
- Check original by-laws and later registered amendments.

- 確認舊有圖則是否已轉換，還是仍受舊法規管。
- 不可只按大廈可見牆身推斷單元界線。
- 分配歷史成本前須審閱權益表。
- 查閱原始管理規約及其後註冊修訂。

PRACTICAL EFFECT 實務效果

Historical title instruments remain operational documents. Age does not make them irrelevant.

歷史產權文件仍可具有實際法律效力，不會因年代久遠而失去重要性。

2.5

Group titles and the 1980 consolidation

組合產權與1980年整合

The Group Titles Act 1973 extended collective-title principles beyond a single vertical building. It better accommodated townhouses and developments where owners shared roads, open space or facilities across a site. The Building Units and Group Titles Act 1980 then consolidated the building-units and group-titles regimes.

《1973年組合產權法》把集體產權原則擴展至單一垂直大廈以外，更能容納聯排住宅，以及業主在整幅土地上共用道路、休憩空間或設施的發展。《1980年建築單元及組合產權法》其後整合建築單元與組合產權制度。

The BUGT Act remains relevant because some schemes continue under it or under special legislation that adopts parts of it. Its continuing operation means that "old system" is not a casual label: it can alter forms, meeting processes, adjudication pathways and terminology. A practitioner must identify the legislative source of each power instead of assuming the modern BCCM modules apply.

BUGT法仍然重要，因為部分項目繼續受其規管，或特別法例採納其中條文。因此，「舊制度」並非隨意稱呼，而可能改變表格、會議程序、裁決途徑及術語。實務人員必須確認每項權力的法源，不可假設現代BCCM規管模組必然適用。

PRACTICAL CHECKLIST 實務清單

- Read the title and plan before selecting a statutory form.
- Identify every amending or site-specific Act.
- Check which dispute service has jurisdiction.
- Explain legacy terminology to buyers and committee members.

- 選用法定表格前先查閱產權及圖則。
- 確認所有修訂法例或特定地點法例。
- 查明哪一爭議處理機關具有管轄權。
- 向買方及委員會成員解釋舊制度術語。

PRACTICAL EFFECT 實務效果

A legacy scheme can look ordinary but operate differently. Title diagnosis is the first legal task.

舊制項目外觀可以十分普通，但運作方式不同；產權制度識別是首要法律工作。

2.6

Why the BCCM Act changed the model

BCCM法為何改變制度

The Body Corporate and Community Management Act 1997 created a flexible framework for establishing, operating and managing community titles schemes. Instead of placing every operational rule in one Act, it combines core statutory principles with a Community Management Statement and a regulation module selected for the scheme.

《1997年業主法人團體及社區管理法》為社區產權項目的成立、運作及管理建立彈性架構。法例並非把所有營運規則放在單一法案，而是把核心法定原則、社區管理聲明及按項目選用的規管模組結合。

This architecture lets the law respond differently to owner-occupied residential, accommodation-focused, commercial, small and specified two-lot schemes. It also supports layered arrangements and staged development. The flexibility is valuable, but it makes the CMS indispensable: without identifying the applicable module, entitlement schedules and by-laws, a reader does not yet know the complete governance rules.

此架構使法例可分別回應自住住宅、住宿用途、商業、小型及指定兩單元項目，亦支援分層級安排及分期發展。彈性雖有價值，卻令CMS成為不可或缺的文件：未確認適用模組、權益表及管理規約前，讀者尚未掌握完整治理規則。

PRACTICAL CHECKLIST 實務清單

- Act: core rights, obligations and dispute framework.
- Module: detailed meeting, financial and contracting rules.
- CMS: scheme-specific identity, entitlements and by-laws.
- Plan: legal boundaries and common property.

- 法案：核心權利、義務及爭議架構。
- 規管模組：詳細會議、財務及契約規則。
- CMS：項目專屬身份、權益及管理規約。
- 圖則：法定界線及共有財產。

PRACTICAL EFFECT 實務效果

The correct answer usually comes from reading the Act, module, CMS and plan together.

正確答案通常須把法案、規管模組、CMS及圖則一併閱讀。

2.7

How a community titles scheme is constituted

社區產權項目如何成立

A Queensland community titles scheme is constituted through registration of the relevant survey plan and community management statement. The body corporate arises automatically; it is not an optional association and owners do not sign a separate membership agreement. The body corporate has perpetual succession despite changes in lot ownership.

昆士蘭社區產權項目透過註冊相關測量圖則及社區管理聲明而成立。業主法人團體自動產生，並非可選擇加入的協會；業主亦毋須另簽會員協議。即使單元業主更替，業主法人團體仍持續存在。

The body corporate administers common property and assets, raises contributions, maintains records, arranges required insurance and enforces valid by-laws. Owners exercise collective authority through general meetings and, where applicable, a committee. The legal entity can contract and sue or be sued in relation to its statutory functions, but it must stay within the powers conferred by the legislation.

業主法人團體管理共有財產及資產、徵收分攤款、保存紀錄、安排法定保險及執行有效管理規約。業主透過全體大會及在適用情況下的委員會行使集體權力。該法定實體可就其職能訂約、起訴或被起訴，但必須在法例授權範圍內行事。

PRACTICAL CHECKLIST 實務清單

- Verify the exact body corporate name shown on the CMS.
- Confirm whether the scheme is basic or part of a layered arrangement.
- Identify current committee members and authorised signatories.
- Check that proposed contracts fall within statutory authority.

- 核實CMS所載業主法人團體的完整名稱。
- 確認項目屬基本項目還是分層級安排的一部分。
- 確認現任委員及獲授權簽署人。
- 查核擬訂契約是否在法定權限內。

PRACTICAL EFFECT 實務效果

Incorporation does not give unlimited corporate capacity. Body corporate powers remain purpose-limited.

法團身份不代表具有無限公司能力；業主法人團體的權力仍受法定目的限制。

2.8

The five regulation modules

五種規管模組

The BCCM framework uses five regulation modules. The Standard Module is the general and most regulated model. The Accommodation Module is designed for schemes where accommodation letting is a significant feature. The Commercial Module adapts governance for commercial property. The Small Schemes Module simplifies eligible schemes of six lots or fewer. The Specified Two-lot Schemes Module uses written lot-owner agreements for eligible residential two-lot schemes.

BCCM架構設有五種規管模組。標準模組是一般且規管最完整的制度；住宿物業模組適合以住宿出租為重要特徵的項目；商業物業模組為商業物業調整治理規則；小型項目模組簡化六個或以下單元的合資格項目；指定兩單元項目模組則以書面單元業主協議管理合資格住宅兩單元項目。

A scheme may have only one applicable module, identified in its CMS and subject to statutory eligibility conditions. The module affects committee structure, meeting procedure, financial administration and the permissible term of certain engagements. It does not change the underlying title boundaries. Changing a module normally requires a formal CMS amendment and eligibility analysis.

每個項目只可適用一種規管模組，並須在CMS中指定且符合法定資格條件。規管模組影響委員會架構、會議程序、財務管理及若干委任的准許年期，但不會改變基礎產權界線。更改模組通常須正式修訂CMS及進行資格分析。

PRACTICAL CHECKLIST 實務清單

- Never select a module from the development's marketing description.
- Obtain the current—not merely the first—CMS.
- Check eligibility before proposing a module change.
- Reassess existing contracts against the destination module.

- 不可按大廈銷售描述選定規管模組。
- 取得現行而非僅首份CMS。
- 建議更改模組前先查核資格。
- 按擬轉入模組重新審視現有契約。

> **PRACTICAL EFFECT 實務效果**
>
> The regulation module is a legal operating system. It should appear near the beginning of every scheme advice.
>
> 規管模組相當於項目的法律作業系統，應在每份項目法律意見的前段清楚列明。

2.9

Recent reform themes: 2020 to 2025

2020至2025年的近期改革

The 2020 regulation modules modernised operational rules across the principal scheme categories. Subsequent reforms addressed issues such as electronic processes, pets, termination of uneconomic schemes and consumer information. From 1 August 2025, Queensland's broader seller-disclosure regime also changed the information pathway for property transactions, including community-title sales.

2020年規管模組現代化主要項目類別的營運規則。其後改革處理電子程序、寵物、不具經濟效益項目的終止及消費者資訊等問題。自2025年8月1日起，昆士蘭更廣泛的賣方披露制度亦改變了物業交易（包括社區產權銷售）的資訊流程。

The policy direction is toward earlier, standardised information and clearer pathways for ageing schemes, while preserving procedural safeguards. Yet reforms do not eliminate due diligence. A statutory certificate is a snapshot; it may not reveal every dispute, proposed capital project, building defect, informal conflict or contract risk contained in the underlying records.

政策方向是更早提供標準化資訊，並為老舊項目建立更清晰處理途徑，同時保留程序保障。然而，改革並不取代盡職調查。法定證明只是某一時間點的資料，未必揭示底層紀錄中的每項爭議、擬議資本工程、建築缺陷、非正式衝突或契約風險。

PRACTICAL CHECKLIST 實務清單

- Use the current prescribed forms for the contract date.
- Distinguish statutory disclosure from an independent records search.
- Check commencement and transitional provisions.
- Update precedents whenever legislation or forms change.

- 按契約日期使用當時有效的指定表格。
- 區分法定披露與獨立紀錄查冊。
- 查閱生效日期及過渡條文。
- 法例或表格更改時更新範本。

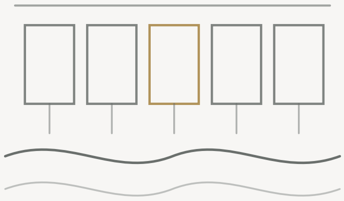
PRACTICAL EFFECT 實務效果

Compliance is date-sensitive. A correct process under an earlier regime may be incomplete after commencement of a reform.

合規具有日期敏感性；在舊制度下正確的程序，在改革生效後可能已不完整。

CHAPTER 3 · 第3章

03



Sanctuary Cove and Hope Island Resort Schemes

神仙灣與希望島度假村項目

3.1 Why the schemes are different
為何有所不同

3.2 A layered governance model
分層治理模式

3.3 Sanctuary Cove
神仙灣

3.4 Hope Island Resort
希望島度假村

3.5 Due-diligence questions
盡職調查問題

3.6 Start with title diagnosis
先從產權架構著手

3.7 How the governance layers interact
治理層級如何運作

3.8 Roads, security, waterways and resort infrastructure
道路、保安、水道及度假村基礎設施

3.9 Development control and residential activity rules
發展控制及住宅活動規則

3.10 Resort purchase file: enhanced due diligence
度假村購買檔案：加強盡職調查

Sanctuary Cove and Hope Island are not merely marketing descriptions. Parts of those developments operate under special statutes which create their own bodies corporate, thoroughfare structures, precinct controls and cost-sharing arrangements. The practical question is not where the property is advertised as being located, but which Act and registered instruments apply to the particular title.

神仙灣及希望島並非純粹的市場推廣名稱。這些發展項目的部分土地依特別法例運作，由該等法例設立其自身的業主法人團體、道路層級、分區控制及成本分攤安排。實務上的問題不在於物業廣告所稱的位置，而在於哪一部法例及哪些註冊文件實際適用於該項產權。

TITLE-SPECIFIC WARNING 產權專屬提示

A street address in Sanctuary Cove or Hope Island does not by itself establish the governing Act. The registered title, plan and body corporate records must be checked.

物業地址位於神仙灣或希望島，並不自動表示適用特別法例。必須查核註冊產權、圖則及業主法人團體紀錄。

3.1

Why the schemes are different

為何有所不同

Sanctuary Cove is governed by the site-specific Sanctuary Cove Resort Act 1985. Hope Island Resort land may be governed by the Integrated Resort Development Act 1987. These statutes were designed for large, staged resort communities containing residential precincts, golf or marina facilities, commercial land and private thoroughfares. They pre-date the BCCM Act and use their own statutory vocabulary and hierarchy.

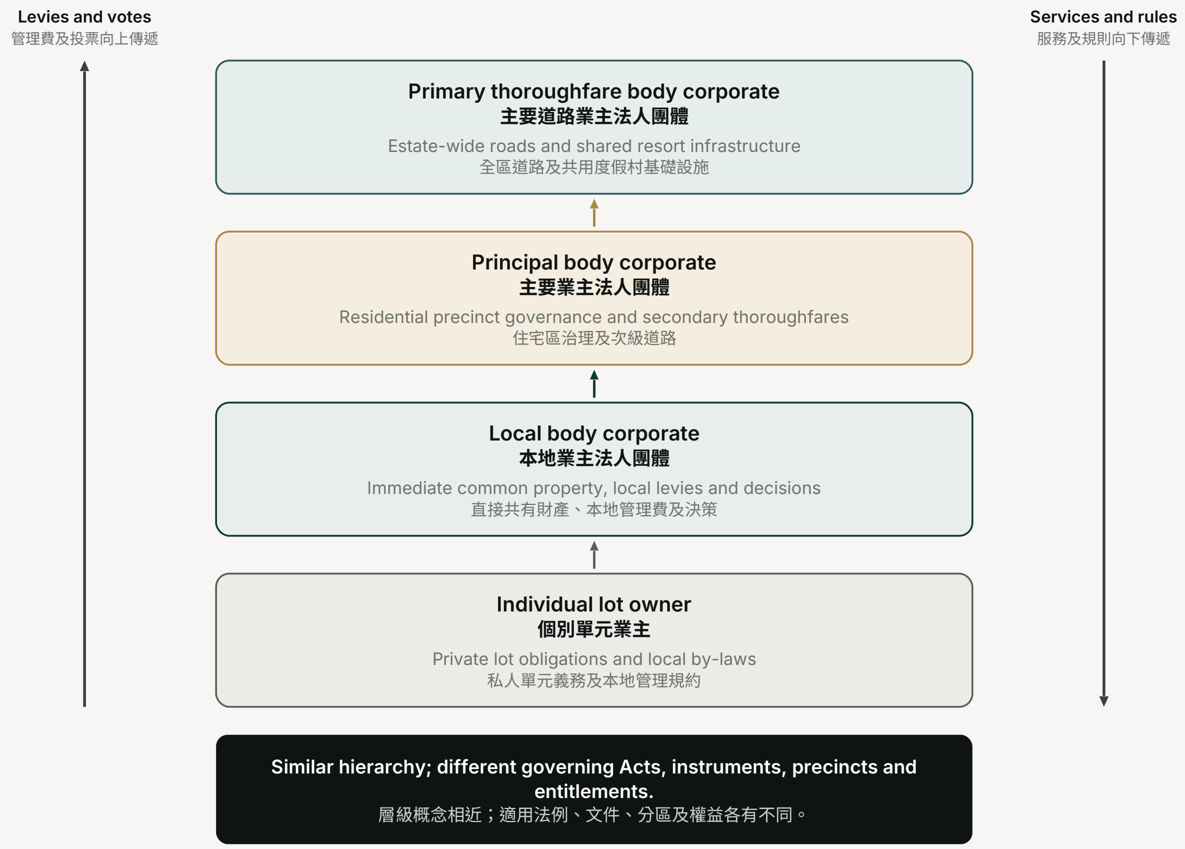
神仙灣受特定地點的《1985年神仙灣度假村法》規管。希望島度假村範圍內的土地則可能受《1987年綜合度假村發展法》規管。這些法例為大型分期度假社區而設，涵蓋住宅區、高爾夫球場或遊艇碼頭設施、商業土地及私人道路。它們早於BCCM法，並採用自身的法定術語及層級。

3.2

A layered governance model

分層治理模式

FIG 5 **Layered governance in Sanctuary Cove and Hope Island** ／ 神仙灣與希望島的分層治理



3.3

Sanctuary Cove

神仙灣

The Sanctuary Cove Resort Act creates the resort site, residential zones, a principal body corporate and a primary thoroughfare body corporate. It also supports resort-specific planning and by-laws. The primary body corporate controls and maintains the primary thoroughfare; the principal body corporate performs a similar function for secondary thoroughfares within residential areas.

《神仙灣度假村法》設立度假村範圍、住宅分區、主要業主法人團體及主要道路業主法人團體，並支援度假村專屬規劃與管理規約。主要道路業主法人團體管理及維修主要道路；主要業主法人團體則就住宅區內的次級道路履行類似職能。

3.4

Hope Island Resort

希望島度假村

The Integrated Resort Development Act uses a comparable multi-level structure for designated integrated resort land. It provides for a primary thoroughfare body corporate and, within residential precincts, a principal body corporate controlling secondary thoroughfares. The legal structure is similar in concept to Sanctuary Cove but comes from a different Act, with different site instruments, precincts, entitlements and by-laws.

《綜合度假村發展法》為指定綜合度假村土地採用相近的多層架構，設有主要道路業主法人團體，並在住宅區內設主要業主法人團體以管理次級道路。其概念與神仙灣相似，但法律依據不同，並有不同的場地文件、分區、權益及管理規約。

3.5

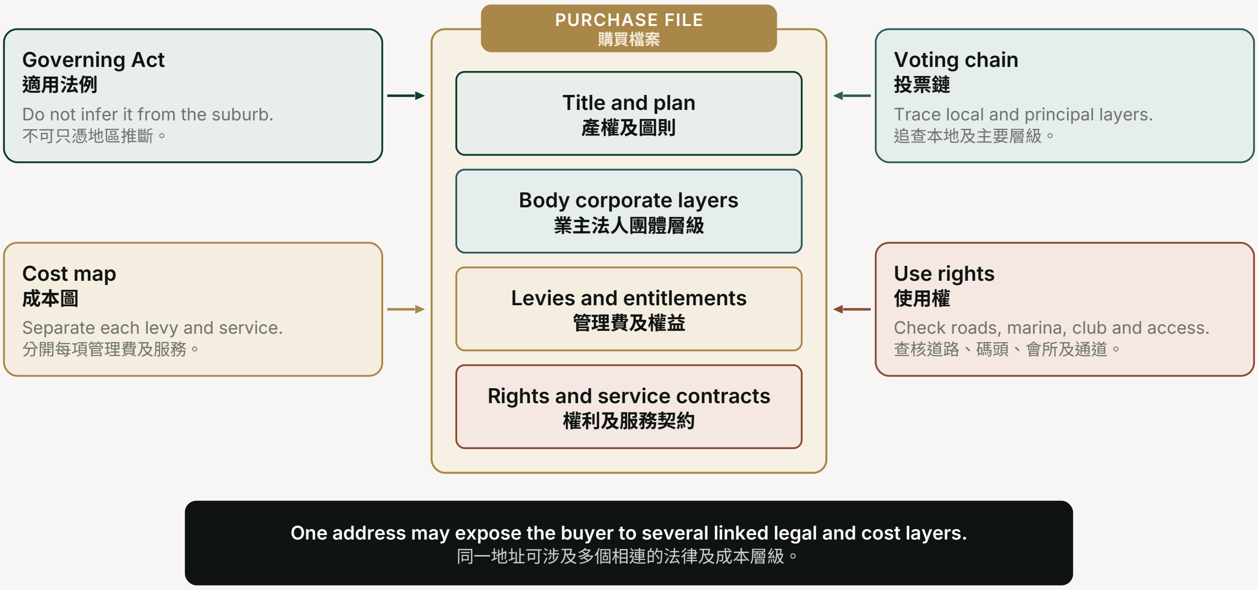
Due-diligence questions

盡職調查問題

- Which Act and registered plan govern the lot?
- How many bodies corporate affect the lot, directly or indirectly?
- What are the levies at each level, and are special levies expected?
- Which thoroughfares, security systems, waterways, gates and amenities are maintained collectively?
- Which development-control, architectural, residential-activities and local by-laws apply?
- Are there easements, marina rights, club arrangements or service contracts outside the usual body corporate records?

- 該單元受哪一部法例及註冊圖則規管？
- 有多少個業主法人團體直接或間接影響該單元？
- 各層級管理費是多少？是否預期徵收特別管理費？
- 哪些道路、保安系統、水道、閘門及設施由集體維修？
- 適用哪些發展控制、建築設計、住宅活動及本地管理規約？
- 是否存在一般業主法人團體紀錄以外的地役權、碼頭權利、會所安排或服務契約？

FIG 6 **Resort-scheme purchase file**／度假村項目購買文件組合



3.6

Start with title diagnosis

先從產權架構著手

Sanctuary Cove and Hope Island contain ordinary and special statutory structures. A suburb, estate name, gatehouse or marketing reference is not enough to determine which regime applies. The lawyer must begin with the current title, survey plan, plan notation and the names of every body corporate or statutory entity affecting the lot.

神仙灣及希望島同時存在一般及特別法定架構。僅憑郊區名稱、屋苑名稱、閘口或銷售描述，不能判定適用哪一制度。律師必須先查閱現行產權、測量圖則、圖則註記，以及所有影響該單元的業主法人團體或法定實體名稱。

The diagnostic exercise should then trace the lot upward through any local body corporate, principal body corporate and primary thoroughfare body corporate. It should also identify precinct boundaries, secondary and primary thoroughfares, easements, development-control instruments and any club, marina or utility arrangements. Only after mapping this structure can levies, voting and maintenance responsibility be explained reliably.

制度識別其後須由單元向上追溯至本地業主法人團體、主要業主法人團體及主要道路業主法人團體，並確認分區界線、次級及主要道路、地役權、發展控制文件，以及會所、遊艇碼頭或公用設施安排。完成架構圖後，方可可靠解釋管理費、投票及維修責任。

PRACTICAL CHECKLIST 實務清單

- Order a current title and every relevant plan.
- List each statutory entity and its governing instrument.
- Trace direct and indirect levy exposure.

- 取得現行產權及所有相關圖則。
- 列出每個法定實體及其管治文件。
- 追蹤直接及間接管理費風險。

- Confirm whether BCCM forms and dispute pathways apply.

- 確認BCCM表格及爭議途徑是否適用。

PRACTICAL EFFECT 實務效果

Treat the estate as a legal network, not a single body corporate.

應把屋苑視為法律網絡，而不是單一業主法人團體。

3.7

How the governance layers interact

治理層級如何運作

A local body corporate generally deals with the immediate building or group-title property. A principal body corporate may coordinate residential precincts and secondary thoroughfares. A primary thoroughfare body corporate deals with estate-wide roads and related infrastructure. The actual allocation depends on the special Act, registered plans, by-laws and subsidiary instruments.

本地業主法人團體一般處理直接相關的大廈或組合產權財產；主要業主法人團體可統籌住宅分區及次級道路；主要道路業主法人團體則處理全區道路及相關基礎設施。實際分工取決於特別法例、註冊圖則、管理規約及附屬文件。

An individual owner may participate directly at the local level while broader rights and obligations are exercised through that local body corporate. Costs can therefore flow down through more than one budget. A buyer should not add only the levy notices supplied for the immediate scheme; the records must show whether upstream amounts are already included, separately collected or subject to future adjustment.

個別業主可能直接參與本地層級，而更廣泛的權利及義務則透過本地業主法人團體行使。因此，成本可經多個預算層級向下分攤。買方不能只合計直接項目的管理費通知；紀錄須顯示上層費用是否已包含、另行收取或日後調整。

PRACTICAL CHECKLIST 實務清單

- Prepare an entity-and-levy chart.
- Check voting representation at each layer.
- Identify duplicated or shared insurance cover.
- Review minutes at more than one level where material.

- 製作實體及管理費架構圖。
- 查核每個層級的投票代表方式。
- 確認重疊或共同保險保障。
- 在重要情況下審閱多個層級的會議紀錄。

PRACTICAL EFFECT 實務效果

The lowest levy figure is not necessarily the total ownership cost.

最基層的管理費金額不一定等於全部持有成本。

3.8

Roads, security, waterways and resort infrastructure

道路、保安、水道及度假村基礎設施

Special resort legislation responds to infrastructure that is more extensive than the common property of an ordinary apartment building. Private roads, gates, security systems, landscaped verges, lakes, canals, bridges and estate signage may be controlled at a thoroughfare or principal level. Access can depend on statutory rights and registered easements rather than ordinary public-road status.

特別度假村法例處理的基礎設施，往往超越一般公寓大廈共有財產的範圍。私人道路、閘門、保安系統、園景路旁地、湖泊、運河、橋樑及屋苑標誌，可能由道路或主要層級管理。通行權可能依賴法定權利及註冊地役權，而非一般公共道路地位。

Maintenance quality can support amenity and value, but the infrastructure creates long-term capital exposure. Roads require resurfacing; gates and electronic access become obsolete; revetment walls and waterways may need specialist work. Due diligence should therefore examine condition reports, reserve planning, insurance, service contracts and responsibility for emergency works—not merely current annual levies.

優質維修可提升環境及價值，但此類基礎設施亦帶來長期資本支出。道路須重鋪；閘門及電子門禁會淘汰；護岸牆及水道可能需要專業工程。因此，盡職調查應審閱狀況報告、儲備規劃、保險、服務契約及緊急工程責任，而不應只看現行年度管理費。

PRACTICAL CHECKLIST 實務清單

- Ask who owns and who maintains each asset.
- Review capital forecasts for civil and marine infrastructure.
- Check access rights during works or emergencies.
- Identify insurance exclusions for water, retaining structures and machinery.

- 查明每項資產由誰擁有及維修。
- 審閱土木及海事基礎設施的資本預測。
- 查核工程或緊急情況下的通行權。
- 確認水體、擋土結構及機械設備的保險除外責任。

PRACTICAL EFFECT 實務效果

Resort presentation is an operating outcome supported by contracts, capital reserves and enforceable rights.

度假村整體形象是由契約、資本儲備及可執行權利共同支撐的營運成果。

3.9

Development control and residential activity rules

發展控制及住宅活動規則

Sanctuary Cove and Hope Island resort structures can contain development-control, architectural and residential-activity rules beyond ordinary body corporate by-laws. These controls may regulate external appearance, building works, setbacks, landscaping, signage, vehicles, watercraft, security and use of precinct facilities. Their legal source and approval pathway must be identified.

神仙灣及希望島度假村架構可包含超越一般業主法人團體管理規約的發展控制、建築設計及住宅活動規則。這些規則可能規管外觀、建築工程、退界、園景、標誌、車輛、船隻、保安及分區設施使用，必須確認其法源及批准途徑。

Council planning approval does not necessarily satisfy private or statutory estate controls, and estate approval does not replace council or building approval. An owner proposing renovation or redevelopment may require several independent consents. Contracts should allocate the risk that a desired design, marina use, short-term letting plan or home business is not permitted.

取得市政府規劃批准不一定符合私人或法定屋苑控制；屋苑批准亦不能取代市政府或建築批准。業主擬裝修或重建時，可能需要多項獨立同意。契約應分配擬議設計、碼頭用途、短期出租或居家業務不獲准的風險。

PRACTICAL CHECKLIST 實務清單

- Obtain all current architectural and activity rules.
- Map each proposed use to every required approval.
- Check whether approvals expire or bind successors.
- Do not rely solely on neighbouring examples.

- 取得所有現行建築設計及活動規則。
- 把每項擬議用途對應至所有所需批准。
- 查明批准是否會失效及是否約束繼受人。
- 不可只依賴鄰近物業的既有做法。

> PRACTICAL EFFECT 實務效果
>
> Visible precedent is not legal permission. Another owner's structure or use may be unlawful, grandfathered or differently approved.
>
> 肉眼可見的先例不等於法律許可；其他業主的建築或用途可能違法、獲舊制保留或經不同批准。

3.10

Resort purchase file: enhanced due diligence

度假村購買檔案：加強盡職調查

A resort purchase file should include the ordinary contract, title and physical investigations plus a scheme map, entity chart and consolidated cost schedule. The records search should target minutes, budgets, insurance, disputes, security and infrastructure contracts, proposed capital works and any dealings affecting club, marina or thoroughfare rights.

度假村購買檔案除一般契約、產權及實體調查外，亦應包括項目地圖、實體架構圖及綜合成本表。紀錄查冊應針對會議紀錄、預算、保險、爭議、保安及基礎設施契約、擬議資本工程，以及影響會所、碼頭或道路權利的任何交易。

The buyer's intended use should be tested explicitly. A permanent residence, holiday home, investment letting, marina lifestyle and renovation project each raise different questions. Finance and valuation instructions should describe the special statutory structure so that the lender and valuer do not assume an ordinary BCCM scheme.

買方的擬議用途須明確測試。永久自住、度假屋、投資出租、遊艇生活方式及裝修改建，均會提出不同問題。融資及估值指示應說明特別法定架構，避免貸款人及估值師錯誤假設屬一般BCCM項目。

PRACTICAL CHECKLIST 實務清單

- Confirm total recurrent and special levies at all levels.
- Test the intended use against every rule set.
- Review long-term infrastructure funding.
- Obtain lender approval for the actual title structure.

- 確認所有層級的經常及特別管理費總額。
- 按每套規則測試擬議用途。
- 審閱長期基礎設施資金安排。
- 就實際產權架構取得貸款機構批准。

PRACTICAL EFFECT 實務效果

The premium setting does not reduce the need for legal analysis; it usually increases the number of instruments that must be read.

高端度假定位不會降低法律分析需要；反而通常增加必須審閱的文件數目。

CHAPTER 4 · 第4章

04

Taiwan and Queensland Compared

臺灣與昆士蘭制度比較

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開發商過渡與移交

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4.14 Maintenance and insurance allocation
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4.15 Managers, records and professional regulation
管理人、紀錄與專業規管

4.16 Rules, pets and exclusive-use arrangements
規則、寵物與專用使用安排

4.17 Disputes, handover and redevelopment
爭議、交接與重建

Taiwan and Queensland both combine separately owned property with compulsory collective administration, but similarity of function does not establish equivalence of legal form. This chapter compares the legal object owned, the collective decision-maker, the governing documents, funding, management and enforcement. A term used in one jurisdiction should not be substituted for a term in the other without first testing its legal effect.

臺灣與昆士蘭均把個別所有的物業與強制集體行政管理結合，但功能相似並不表示法律形式相同。本章比較所有權的法律標的、集體決策者、治理文件、資金、管理及執法機制。任何一地的術語均不應直接代替另一地的術語，必須先檢驗其法律效果。

4.1

Comparison at a glance

比較概覽

ISSUE 議題	TAIWAN 臺灣	QUEENSLAND 昆士蘭
Legal architecture 法律架構	National Civil Code plus the Condominium Administration Act; local government administration. 以全國《民法》及《公寓大廈管理條例》為主，並由地方政府行政管理。	State-based BCCM Act, registered CMS and a selected regulation module. 以州級BCCM法、註冊CMS及選定規管模組構成。
Collective entity 集體組織	Management committee or management responsible person; owners' meeting remains central. 管理委員會或管理負責人；區分所有權人會議居核心地位。	Body corporate arises automatically and has legal capacity to act, contract, sue and be sued. 業主法人團體自動成立，具行事、訂約、起訴及被訴能力。
Common property 共有財產	Co-owned according to Civil Code and the building's division; use governed by law and bylaws. 依《民法》及建物區分共有；使用受法例及規約規管。	Vested in the body corporate as agent for owners; boundaries depend heavily on survey-plan format. 共有財產由業主法人團體代表業主持有；界線高度取決於測量圖則格式。
Rules 規則	Community bylaws and meeting resolutions. 規約及會議決議。	Recorded CMS by-laws, subject to statutory limits and reasonableness. 註冊CMS管理規約，受法定限制及合理性要求約束。
Funds 基金	Common fund; developer contributes at establishment under the Act. 公共基金；起造人須依法於成立時提撥。	Administrative and sinking funds supported by annual budgets and levies. 以年度預算及管理費維持行政基金與儲備基金。
Managers 管理人	Professional management organisations/personnel are licensed and regulated. 專業管理公司及人員受許可與規管。	Body corporate managers are not presently required to hold a specific body corporate manager licence; letting work is separately licensed. 業主法人管理人目前毋須持有專門牌照；出租代理另受牌照規管。

ISSUE 議題	TAIWAN 臺灣	QUEENSLAND 昆士蘭
Disputes 爭議	Administrative enforcement and court proceedings, with local authority involvement. 行政執法與法院程序並行，地方主管機關可介入。	Self-resolution, specialist conciliation/adjudication and limited QCAT/court pathways. 先行自行協商，再由專門調解／裁決，部分事項進入QCAT或法院。

4.2

Creation and title

成立與產權

TAIWAN 臺灣

Ownership is built from an exclusive part of the building, an associated share in common elements and the underlying land rights. The Condominium Administration Act regulates the community after division; Civil Code article 799 supplies the core divided-ownership concept.

所有權由建築物專有部分、共有部分應有部分及相關基地權利組成。《公寓大廈管理條例》規管區分所有後的社區；《民法》第799條提供區分所有的核心概念。

QUEENSLAND 昆士蘭

A community titles scheme is established by registering the survey plan and CMS. The body corporate is created automatically and every lot owner becomes a member. Lot boundaries vary between building format, standard format and volumetric plans.

社區產權項目透過註冊測量圖則及CMS成立。業主法人團體自動成立，每名單元業主均成為成員。單元界線會因建築格式、標準格式或空間體積式圖則而異。

4.3

Foundational documents and governance

基本文件與治理

TAIWAN 臺灣

The owners' meeting adopts bylaws, elects or appoints the management committee or responsible person and decides major community matters. Statutory voting rules include default thresholds and a reconvened-meeting mechanism.

區分所有權人會議制定規約、選任管理委員會或管理負責人，並決定社區重大事項。法例設有預設表決門檻及重新召集會議機制。

QUEENSLAND 昆士蘭

The Act, module and CMS operate together. General meetings, committees and resolution classes allocate decision-making power. The body corporate and owners must act reasonably, and by-laws cannot override the Act.

法例、規管模組及CMS共同運作。全體業主大會、委員會及不同決議類別分配決策權。業主法人團體及業主須合理行事，管理規約不得凌駕法例。

4.4

Developer transition and handover

開發商過渡與移交

TAIWAN 臺灣

After the statutory threshold of registered ownership is reached, the developer must convene the first owners' meeting within the prescribed period. The Act also contains direct handover obligations for common facilities, documents and testing, with local-authority oversight.

達到法定登記所有權門檻後，起造人須在規定期間內召開首次區分所有權人會議。法例亦直接規定共有設施、文件及檢測的移交義務，並由地方主管機關監督。

QUEENSLAND 昆士蘭

Under the Standard Module, the original owner calls the first annual general meeting (AGM) within two months after the earlier statutory trigger—generally when more than half the lots are transferred or six months passes after establishment. The original-owner control period carries disclosure, record and conflict safeguards.

依標準規管模組，原始業主須在較早法定觸發點後兩個月內召開首次年度全體業主大會；一般為超過半數單元已轉讓，或項目成立滿六個月。原始業主管制期另設披露、紀錄及利益衝突保障。

4.5

Money, maintenance and insurance

財務、維修與保險

TAIWAN 臺灣

The developer must make an initial contribution to the common fund. Owners and the management organisation divide maintenance according to exclusive and common parts, subject to the Act, bylaws and defects. Insurance is less comprehensively prescribed within the condominium statute itself.

公共基金用於共同義務，起造人須作初始提撥。業主與管理組織依專有及共有部分、法例、規約及過失分配維修責任。《公寓大廈管理條例》本身對整體保險的規定不及昆士蘭詳盡。

QUEENSLAND 昆士蘭

Bodies corporate budget for an administrative fund and sinking fund; the Standard Module uses a forward capital-expenditure horizon. Maintenance boundaries depend on plan format and utility infrastructure. Building and public-risk insurance obligations are detailed and usually include full replacement cover for relevant buildings.

業主法人團體須編製行政基金及儲備基金預算；標準規管模組採用前瞻性資本開支預測。維修界線取決於圖則格式及公用設施。建築物與公眾責任保險義務較為詳盡，相關大廈通常須按全額重置價值投保。

4.6

Managers, records and transparency

管理人、紀錄與透明度

TAIWAN 臺灣

Professional condominium management organisations and personnel are subject to statutory licensing and qualification controls. The committee must keep and provide specified records, including meeting, accounting and maintenance materials.

專業公寓大廈管理維護公司及人員受法定許可與資格管制。管理委員會須保存並提供指定紀錄，包括會議、會計及維修資料。

QUEENSLAND 昆士蘭

The body corporate must maintain extensive records and provide access on request and payment of the prescribed fee. A body corporate manager performs contracted administrative work but is not currently subject to a dedicated licensing regime. The authorised letting agent must hold the relevant property licence.

業主法人團體須保存廣泛紀錄，並在書面申請及繳付規定費用後提供查閱。業主法人管理人按契約提供行政服務，但目前沒有專門牌照制度；獲授權出租代理人則須持有相關地產牌照。

4.7

Rules, exclusive use and pets

規則、專用使用與寵物

TAIWAN 臺灣

Community bylaws regulate use of exclusive and common parts within statutory boundaries. Decisions concerning shared areas must respect co-ownership rights and the Act’s mandatory provisions.

規約在法定範圍內規管專有及共有部分的使用。涉及共有區域的決定須尊重共有權及法例的強制規定。

QUEENSLAND 昆士蘭

Exclusive-use by-laws can allocate use of defined common property but do not transfer ownership. Since the 2024 reforms, a by-law cannot impose a blanket prohibition on keeping animals; requests must be considered under statutory standards and within prescribed timeframes.

專用使用管理規約可分配特定共有財產的使用權，但不轉移所有權。2024年改革後，管理規約不得全面禁止飼養動物；申請須按法定標準並在規定期限內審議。

4.8

Enforcement, disputes and redevelopment

執法、爭議與重建

TAIWAN 臺灣

Serious and repeated breaches can lead to statutory enforcement, administrative penalties and, in exceptional cases, court-ordered compulsory sale or removal. Redevelopment usually interacts with broader urban-renewal, dangerous-building and co-ownership laws.

嚴重或持續違規可引致法定執法、行政罰則；在特殊情況下，法院可命令強制出售或遷離。重建通常另涉及都市更新、危險建築及共有法律。

QUEENSLAND 昆士蘭

Most BCCM disputes move through self-resolution, conciliation and adjudication. The Act permits scheme termination by agreement and includes an economic-reasons process requiring a detailed termination plan and at least 75% support of all lot owners, subject to challenge safeguards.

大部分BCCM爭議依次經自行協商、調解及裁決處理。法例容許協議終止項目，亦設經濟原因終止程序，須有詳細終止計劃並獲全體單元業主至少75%支持，同時設有異議保障。

4.9

Practical assessment

實務評估

Queensland has a more elaborate registered-governance architecture: the CMS, regulation modules, detailed budgets and insurance rules, layered schemes, disclosure documents and specialist dispute resolution. Taiwan provides stronger direct statutory regulation of professional managers, an initial developer-funded common fund, express handover duties and a visible administrative-enforcement role.

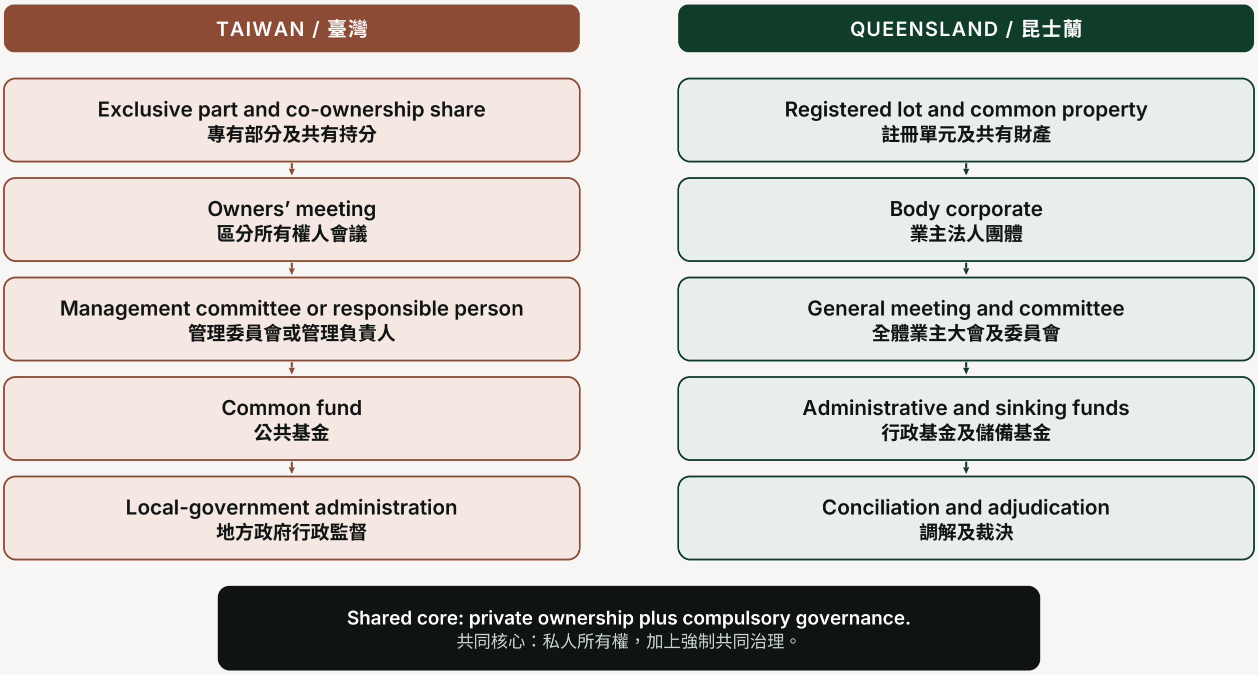
昆士蘭具有較精細的註冊治理架構，包括CMS、規管模組、詳細預算與保險規則、分層級項目、披露文件及專門爭議處理。臺灣則在專業管理人規管、起造人初始提撥公共基金、明確移交義務及行政執法方面較為突出。

COMPARATIVE LESSON 比較啟示

A hybrid reform model could combine Queensland's title-and-governance backbone with Taiwan-style manager licensing, developer-funded initial reserves, supervised handover and administrative penalties.

混合改革模式可把昆士蘭的產權及治理骨架，與臺灣式管理人牌照、起造人初始儲備金、受監督移交及行政罰則結合。

FIG 7 **Taiwan and Queensland governance architectures** ／臺灣與昆士蘭的治理架構



4.10

Legal foundations and title structure

法律基礎與產權結構

Taiwan's condominium ownership rests on Civil Code co-ownership principles together with the Condominium Administration Act. An owner holds an exclusive part and an inseparable share in common elements and the underlying land. Queensland creates a community titles scheme through a registered survey plan and CMS under state land-title legislation and the BCCM Act.

臺灣的公寓大廈所有權以《民法》的共有原則及《公寓大廈管理條例》為基礎。區分所有權人持有專有部分，以及對共用部分與基地不可分離的應有部分。昆士蘭則依州級土地產權法例及BCCM法，透過註冊測量圖則及CMS成立社區產權項目。

Both systems combine exclusive ownership with compulsory common obligations, but the documentary expression differs. Queensland buyers must interpret plan format, lot boundaries, common property and CMS schedules. Taiwan buyers focus on the building registration, land share, exclusive and common parts, agreed exclusive-use or common-use areas, regulations and management records.

兩地制度均把專有所有權與強制共同義務結合，但文件表達方式不同。昆士蘭買方須解讀圖則格式、單元界線、共有財產及CMS附表；臺灣買方則著重建物登記、基地持分、專有與共用部分、約定專用或約定共用部分、規約及管理紀錄。

PRACTICAL CHECKLIST 實務清單

- Compare legal boundaries, not marketing floor areas.
- Identify inseparable common interests.

- 比較法定界線，而非銷售面積。
- 確認不可分離的共有權益。

- Review exclusive-use arrangements separately from ownership.
- Use local conveyancing terminology in each jurisdiction.

- 把專用使用安排與所有權分開審查。
- 在各司法管轄區使用當地產權交易術語。

PRACTICAL EFFECT 實務效果

A functional similarity does not make documents interchangeable. Each system must be read through its own registration law.

功能相似並不代表文件可互換；每套制度均須透過本身登記法理解。

4.11

Collective organisations and legal personality

集體組織與法律人格

In Queensland, all lot owners automatically comprise the body corporate. The body corporate has statutory capacity for scheme functions and continues despite ownership changes. In Taiwan, owners exercise collective authority through the unit owners' meeting, while day-to-day implementation is undertaken by a management committee or management responsible person.

在昆士蘭，所有單元業主自動組成業主法人團體。該團體就項目職能具有法定能力，並不因業主更替而終止。在臺灣，區分所有權人透過區分所有權人會議行使集體權力，日常執行則由管理委員會或管理負責人承擔。

The practical question in both systems is authority: who validly decided, who may sign, and what approval threshold applies? A committee chairperson or body corporate manager does not acquire unlimited power merely because that person conducts administration. Contracts and major works should be traced back to the governing statute, regulations or bylaws and the relevant meeting resolution.

兩地實務核心均是權限：由誰有效決定、誰可簽署，以及適用何種批准門檻。管理委員會主任委員或業主法人管理人不會因負責行政而取得無限權力。契約及重大工程應追溯至管治法例、規約或管理規約，以及相關會議決議。

PRACTICAL CHECKLIST 實務清單

- Verify the current office holders.
- Obtain the actual resolution authorising the transaction.
- Check signing and seal requirements.
- Distinguish representation from decision-making power.

- 核實現任職務人員。
- 取得批准交易的實際決議。
- 查核簽署及用印要求。
- 區分代表權與決策權。

PRACTICAL EFFECT 實務效果

Administrative convenience cannot cure an absence of legal authority.

行政便利不能補救欠缺法律授權的問題。

4.12

Meetings, voting and delegated decisions

會議、表決與授權決策

Queensland's BCCM system divides decisions between the body corporate in general meeting and the committee, using resolution categories and procedural rules in the applicable module. Taiwan places central importance on the unit owners' meeting, with the management committee implementing resolutions and carrying out responsibilities allocated by statute and the condominium regulations.

昆士蘭BCCM制度按適用規管模組，把決策分配予全體大會及委員會，並採用不同決議類別及程序規則。臺灣則以區分所有權人會議為核心，由管理委員會執行決議及履行法例與規約分配的職責。

For cross-border readers, labels such as "ordinary resolution," "special resolution," quorum and entitlement should never be translated into assumed equivalents without checking the legal threshold. The relevant questions include notice, agenda disclosure, eligibility to vote, proxies or representatives, conflicts, required majorities and whether the decision must be recorded or registered.

對跨境讀者而言，「普通決議」、「特別決議」、法定人數及權益等詞語，不可在未查核法律門檻前直接視為對等概念。須查明通知、議程披露、投票資格、代理或代表、利益衝突、所需多數，以及決定是否須記錄或登記。

PRACTICAL CHECKLIST 實務清單

- Classify the decision before choosing the procedure.
- Check notice and explanatory-material requirements.
- Verify voter eligibility and representation.
- Preserve minutes and voting evidence.

- 選擇程序前先界定決策類別。
- 查核通知及說明資料要求。
- 核實投票資格及代表權。
- 留存會議紀錄及投票證據。

PRACTICAL EFFECT 實務效果

A commercially sensible decision can still be invalid if the wrong decision-maker or voting process was used.

即使決定在商業上合理，如由錯誤決策者或透過錯誤投票程序作出，仍可能無效。

4.13

Funds, levies and capital planning

基金、管理費與資本規劃

Taiwan's Act requires a common fund and contemplates contributions from the developer and owners, with management and disclosure responsibilities. Queensland modules generally require administrative and sinking funds, annual budgets and owner contributions calculated by reference to the relevant lot-entitlement schedule, subject to statutory allocation rules.

臺灣《公寓大廈管理條例》要求設置公共基金，並規定起造人及區分所有權人的資金來源，以及管理與公告責任。昆士蘭規管模組一般要求設置行政基金及儲備基金、編製年度預算，並按相關單元權益表及法定分攤規則向業主徵收款項。

The systems differ in prescriptiveness and terminology, but both confront the same economic risk: current owners may underfund assets whose replacement cost falls on future owners. A purchaser should compare cash on hand, recurring income, arrears, forecast capital work, insurance excesses and contractual commitments. A low levy can indicate efficiency, inadequate scope or deferred maintenance.

兩地制度在規管細緻程度及術語上不同，但面對相同經濟風險：現任業主可能不足額撥備，令資產更換成本落在未來業主身上。買方應比較現金、經常收入、欠款、預測資本工程、保險自負額及契約承擔。低管理費可能代表效率高、服務範圍小，亦可能代表維修被延後。

PRACTICAL CHECKLIST 實務清單

- Compare fund balances with a condition-based capital forecast.
- Identify arrears and collection effectiveness.
- Review special levies approved or foreshadowed.
- Normalise one-off income and expenditure.

- 把基金結餘與按狀況編製的資本預測比較。
- 確認欠款及追收成效。
- 審閱已批准或已預示的特別管理費。
- 把一次性收入及支出正常化處理。

PRACTICAL EFFECT 實務效果

The balance sheet alone does not show whether the community is adequately funded.

資產負債表本身不能證明社區資金是否充足。

4.14

Maintenance and insurance allocation

維修與保險責任分配

Queensland maintenance responsibility depends heavily on the registered plan format, lot boundaries, common property and utility infrastructure, with detailed module provisions. Body corporate building insurance can cover relevant buildings while owners still need contents, landlord and other personal policies. Taiwan relies on the distinction between exclusive and common parts, the Act, regulations and fault-based responsibility.

昆士蘭的維修責任高度取決於註冊圖則格式、單元界線、共有財產及公用設施，並受規管模組詳細條文規定。業主法人團體的建築保險可涵蓋相關建築，但業主仍須安排家居財物、出租業主及其他個人保險。臺灣則依專有與共用部分的區分、法例、規約及歸責原則分配責任。

A cross-border owner should not assume that the committee repairs everything outside the apartment or that body corporate insurance covers internal contents and rent loss. Water ingress illustrates the need to separate the failed component, ownership boundary, maintenance duty, causation, insurance response and consequential damage. Several parties may be involved without having identical liability.

跨境業主不應假設公寓外的一切均由管理組織維修，亦不應假設業主法人團體保險涵蓋室內財物及租金損失。滲水問題顯示必須分開分析失效構件、所有權界線、維修義務、因果關係、保險保障及後續損害。多方可能同時涉及，但責任並不相同。

PRACTICAL CHECKLIST 實務清單

- Start with the title boundary and physical cause.
- Separate maintenance responsibility from insurance cover.
- Notify all potentially responsive insurers promptly.
- Preserve expert reports, photographs and access records.

- 先確認產權界線及實體成因。
- 把維修責任與保險保障分開。
- 及時通知所有可能承保的保險人。
- 保存專家報告、照片及進場紀錄。

PRACTICAL EFFECT 實務效果

Insurance pays according to policy terms; it does not rewrite the statutory maintenance boundary.

保險按保單條款賠付，不會改寫法定維修界線。

4.15

Managers, records and professional regulation

管理人、紀錄與專業規管

Taiwan regulates condominium management service organisations and personnel through a professional qualification framework. Queensland distinguishes body corporate managers, service contractors, caretaking service contractors and authorised letting agents. A dedicated body corporate-manager licence is not presently the centre of the Queensland model, although contractual duties and statutory codes apply.

臺灣透過專業資格制度規管公寓大廈管理維護公司及人員。昆士蘭則區分業主法人管理人、服務承包商、管理維護服務承包商及獲授權出租代理人。昆士蘭制度目前並非以專門業主法人管理人牌照為核心，但契約責任及法定行為守則仍然適用。

Records are equally important. Queensland bodies corporate keep statutory records and provide access subject to process and fees. Taiwan management organisations must preserve and disclose specified management and financial materials. In both places, a buyer should go beyond summary certificates where risk justifies it and inspect primary records for decisions, disputes, contracts and arrears.

紀錄在兩地同樣重要。昆士蘭業主法人團體須保存法定紀錄，並按程序及收費提供查閱；臺灣管理組織亦須保存及公開指定管理與財務資料。在兩地，如風險值得進一步調查，買方均不應只依賴摘要證明，而應審閱有關決策、爭議、契約及欠款的原始紀錄。

PRACTICAL CHECKLIST 實務清單

- Confirm the manager’s legal role and client.

- 確認管理人的法律角色及客戶。

- Inspect the written appointment and delegated powers.
- Search source records rather than relying on verbal summaries.
- Review conflicts, commissions and related-party dealings.

- 審閱書面委任及授權權力。
- 查閱原始紀錄，不只依賴口頭摘要。
- 審閱利益衝突、佣金及關聯交易。

PRACTICAL EFFECT 實務效果

A professional manager supports governance but does not replace the owners' decision-making institution.

專業管理人支援治理，但不會取代業主的決策機構。

4.16

Rules, pets and exclusive-use arrangements

規則、寵物與專用使用安排

Queensland by-laws recorded with the CMS regulate the use and enjoyment of lots and common property but remain subject to statutory limits and reasonableness requirements. Exclusive-use by-laws can allocate use of defined common property without transferring ownership. Taiwan condominium regulations and owners' meeting resolutions operate within the mandatory provisions of the Act and Civil Code.

昆士蘭隨CMS註冊的管理規約規管單元及共有財產的使用與享用，但仍受法定限制及合理性要求約束。專用使用管理規約可把指定共有財產的使用權分配予特定業主，卻不轉移所有權。臺灣公寓大廈規約及區分所有權人會議決議，則在《公寓大廈管理條例》及《民法》強制規定範圍內運作。

Pet regulation demonstrates the difference between a request process and an absolute prohibition. Queensland reforms restrict blanket prohibitions, but an owner should still follow the scheme's application process and reasonable conditions. Parking, balconies, storage and signage likewise require the owner to distinguish title ownership, exclusive use, licence and mere informal tolerance.

寵物規管顯示申請程序與絕對禁止之間的差異。昆士蘭改革限制全面禁養，但業主仍應遵守項目的申請程序及合理條件。泊車位、露台、儲物區及標誌亦同樣要求業主區分產權所有、專用使用、許可及單純非正式容忍。

PRACTICAL CHECKLIST 實務清單

- Obtain the consolidated current rules.
- Check whether the rule is valid and reasonably applied.
- Locate the plan defining any exclusive-use area.
- Record approvals and conditions in writing.

- 取得整合後的現行規則。
- 查核規則是否有效及合理執行。
- 找出界定任何專用使用區域的圖則。
- 以書面記錄批准及條件。

PRACTICAL EFFECT 實務效果

Use rights can be commercially valuable even when they are not ownership. Their legal source must be documented.

即使使用權並非所有權，仍可能具有商業價值；其法律來源必須有文件證明。

4.17

Disputes, handover and redevelopment

爭議、交接與重建

Queensland provides specialist conciliation and adjudication for many body corporate disputes, with QCAT or courts relevant in defined matters. Taiwan combines owners' self-governance with administrative enforcement and ordinary court processes. The available remedy depends on the issue, parties, statutory pathway and urgency.

昆士蘭就不少業主法人團體爭議提供專門調解及裁決程序，特定事項則可涉及QCAT或法院。臺灣把業主自治、行政執法及一般法院程序結合。可採用的補救取決於爭議事項、當事人、法定途徑及緊急程度。

Developer handover and ageing-building redevelopment expose structural differences. Taiwan's Act contains specific handover responsibilities and a developer-funded initial common fund. Queensland uses original-owner obligations, disclosure, meetings, records and the scheme's funds, and now includes an economic-reasons termination pathway subject to detailed safeguards.

開發商交接及老舊大廈重建突顯兩地結構差異。臺灣法例訂有特定交接責任及由起造人提列的初始公共基金；昆士蘭則透過原始業主義務、披露、會議、紀錄及項目基金運作，並新增受詳細保障約束的經濟原因終止途徑。

PRACTICAL CHECKLIST 實務清單

- Attempt required internal resolution before formal filing.
- Identify limitation periods and urgent interim relief.
- Preserve developer handover evidence.
- For redevelopment, analyse title, planning, finance and dissenting-owner protections together.

- 正式申請前先完成所需內部解決程序。
- 確認時效及緊急臨時救濟。
- 保存開發商交接證據。
- 重建時一併分析產權、規劃、融資及異議業主保障。

> **PRACTICAL EFFECT 實務效果**
>
> The best dispute strategy begins with jurisdiction and remedy, not merely with who appears morally right.
>
> 最佳爭議策略應先確定管轄權及可得救濟，而不是只判斷哪一方在道德上看似正確。

CHAPTER 5 · 第5章

05

Volumetric Subdivision and Building Management Statements

空間體積式分割及建築管理聲明

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BMS起草檔案、資料室及定期審核

A volumetric format plan creates separately titled parcels by reference to three-dimensionally located bounding surfaces. It is a title device, not a building-management system. Where the resulting parcels remain physically interdependent, a Building Management Statement supplies the reciprocal access, support, shelter, services, insurance and cost-sharing arrangements needed for them to operate together. The plan creates the legal space; the BMS regulates the shared operation.

空間體積式圖則按照以三維位置確定的界面，創設可獨立登記產權的空間地塊。它是產權工具，而不是建築管理制度。當分割後的地塊在實體上仍互相依存時，建築管理聲明會提供共同運作所需的相互通道、支承、遮蔽、服務、保險及成本分攤安排。圖則創設法律空間；BMS則規管共同運作。

THE ESSENTIAL DISTINCTION 核心區別

The volumetric format plan creates the legal parcels. A Building Management Statement (BMS) does not create those titles; it coordinates the reciprocal rights and obligations needed for the separately owned parcels to function as one building or integrated development.

空間體積式圖則負責創造法律地塊。建築管理聲明（BMS）並不創造產權；其作用是協調各獨立地塊作為同一幢大廈或綜合發展運作所需的相互權利及義務。

5.1

Historical background

歷史背景

Early strata legislation was designed principally for apartments and units defined by the physical structure of a completed building. As projects became larger and mixed residential, retail, hotel, office, parking, transport and infrastructure uses, a single community titles scheme or wall-centre boundary system could be commercially restrictive. Developers, owners and lenders needed a way to separate major components vertically and horizontally while preserving reliable building-wide rights.

早期分層產權法例主要為已落成大廈內、由實體結構界定的公寓及單元而設。隨着項目規模擴大，並混合住宅、零售、酒店、辦公室、停車、交通及基礎設施用途，單一社區產權項目或以牆身中心線劃界的制度可能在商業上過於局限。開發商、業主及貸款人需要可按垂直及水平方向分開主要組成，同時保留可靠的全幢大廈權利。

PERIOD 時期	DEVELOPMENT 發展
Before 1997 1997年前	Building-unit and group-title systems addressed apartments and estates, but increasingly complex mixed-use projects exposed the need for more flexible three-dimensional parcels and cross-lot management. 建築單元及組合產權制度處理公寓及屋苑，但日益複雜的混合用途項目顯示需要更具彈性的三維地塊及跨地塊管理。
1994	The Land Title Act 1994 established Queensland’s modern title-registration framework. 《1994年土地產權法》建立昆士蘭現代產權登記架構。
13 July 1997 1997年7月13日	The Body Corporate and Community Management Act 1997 reforms inserted the volumetric-format-plan and BMS architecture into the Land Title Act 1994. 《1997年業主法人團體及社區管理法》的改革，把空間體積式圖則及BMS架構加入《1994年土地產權法》。

PERIOD 時期	DEVELOPMENT 發展
2003–2005	Later amendments refined progressive subdivision, the treatment of community titles scheme land, content requirements and the geographical relationship between affected lots. 其後修訂完善分期分割、社區產權項目土地的處理、內容要求及受影響地塊之間的地理關係。
Current practice 現行實務	Volumetric plans are prepared to cadastral-survey standards, while a registered BMS supplies the operating framework for shared building interfaces. 空間體積式圖則須按地籍測量標準編製；註冊BMS則為共用大廈介面提供營運架構。

5.2

How a volumetric format plan works

空間體積式圖則如何運作

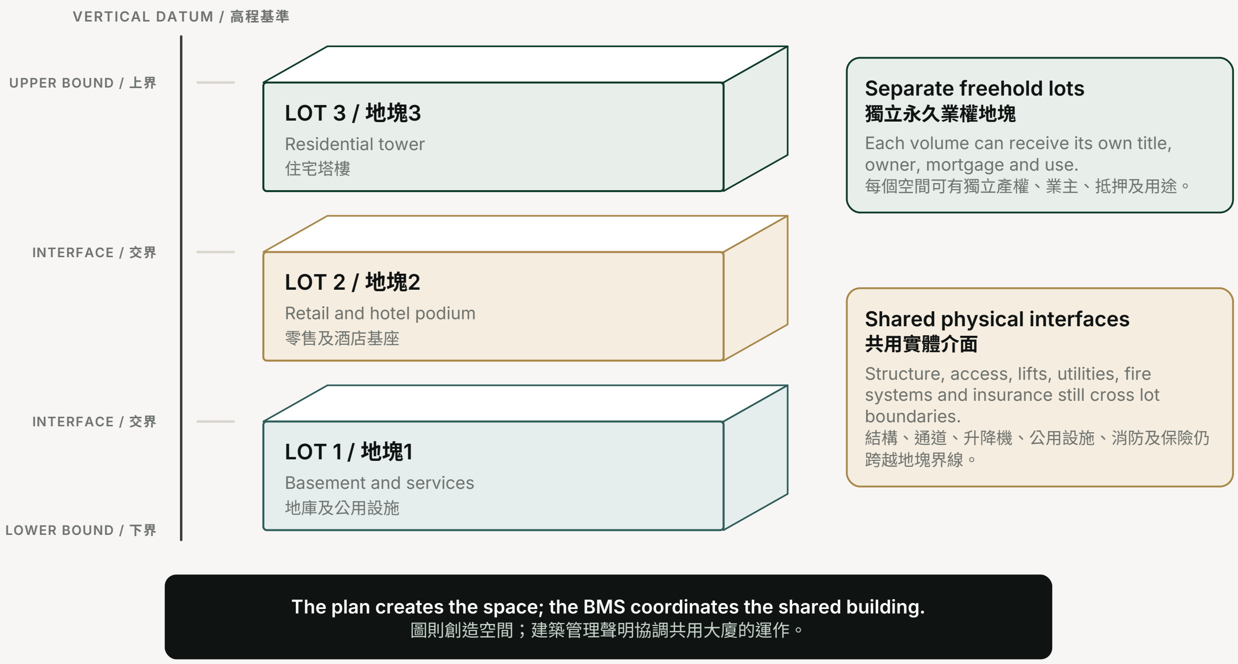
Section 48D of the Land Title Act 1994 defines a volumetric format plan by reference to three-dimensionally located points identifying the position, shape and dimensions of every bounding surface. When the plan of subdivision is registered, each lot shown on it is created as a legal lot. A volumetric lot can therefore be a basement volume, podium, tower, airspace corridor, plant area or another precisely surveyed three-dimensional parcel.

《1994年土地產權法》第48D條以三維定位點界定空間體積式圖則，藉此確定每個邊界面的所在位置、形狀及尺寸。分割圖則註冊後，圖則所示每個地塊即成為法律上的地塊。因此，空間體積式地塊可以是地庫空間、基座、塔樓、空中通道、機電設備區或其他經精確測量的三維空間。

- A volumetric lot is land and may have its own indefeasible title.
- It may be transferred, mortgaged or leased independently, subject to registered interests and transaction documents.
- Its boundary does not have to follow the centre of a physical wall, floor or ceiling.
- A volumetric plan may divide a lot already shown on a standard, building or volumetric format plan.
- The survey plan must be read with all title encumbrances, easements, allocations and the BMS.

- 空間體積式地塊屬土地，並可有其本身的不可推翻產權。
- 在受註冊權益及交易文件約束下，可獨立轉讓、抵押或租賃。
- 其界線毋須沿實體牆身、樓板或天花的中心線。
- 空間體積式圖則可再分割標準、建築格式或空間體積式圖則上的既有地塊。
- 測量圖則須與所有產權負擔、地役權、空間分配及BMS一併審閱。

FIG 8 Three-dimensional anatomy of volumetric lots ／ 空間體積式地塊的三維結構



5.3

A typical mixed-use structure

典型混合用途架構

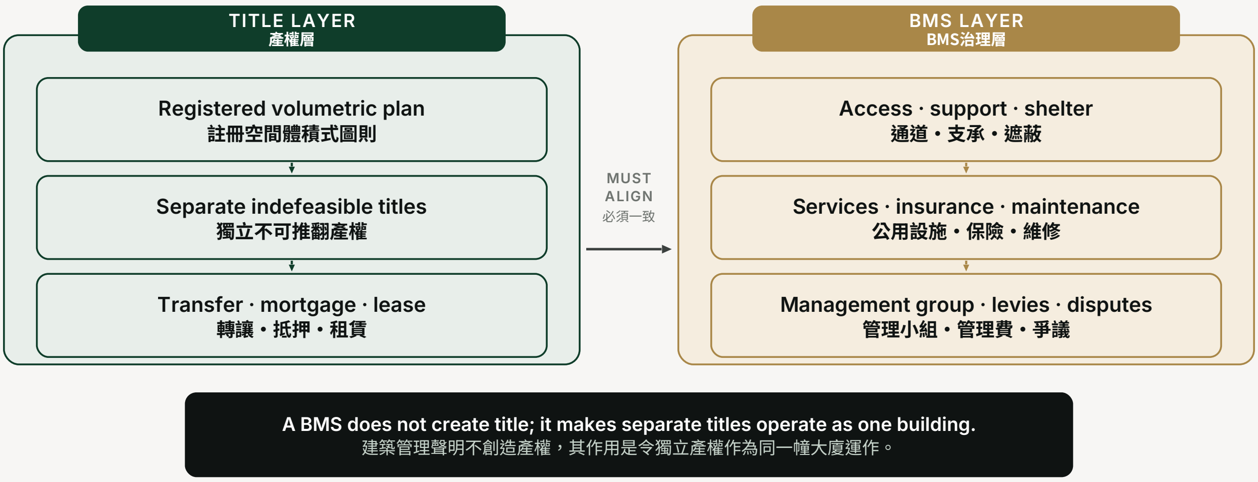
A developer may first create three large volumetric lots—for example, basement parking and services, a retail and hotel podium, and a residential tower. The residential tower lot may then be subdivided by a building format plan to create a community titles scheme. The retail lot may remain in one institutional ownership, while the hotel lot and basement infrastructure may be separately financed or operated.

開發商可先建立三個大型空間體積式地塊，例如地庫停車及公用設施、零售與酒店基座，以及住宅塔樓。住宅塔樓地塊其後可再以建築格式圖則分割，成立社區產權項目。零售地塊可由單一機構持有，而酒店地塊及地庫基礎設施則可分別融資或營運。

Separate ownership does not separate the physical building. Foundations may support every component; fire stairs and loading docks may cross titles; chilled water, electricity, water, sewerage, data and fire systems may serve several lots; and façade, roof, waterproofing and structural repairs may benefit more than one owner. Those interfaces require a registered and operational governance layer.

所有權分開，並不會令實體大廈分開。地基可能支承所有組成；消防樓梯及卸貨區可能跨越多個產權；冷凍水、電力、供水、排污、數據及消防系統可能服務多個地塊；外牆、屋頂、防水及結構維修亦可能惠及多名業主。因此，這些介面需要一套已註冊且可實際運作的治理制度。

FIG 9 Title layer and BMS governance layer ／ 產權層與BMS治理層



5.4

When a Building Management Statement may be registered

BMS可註冊的情況

Under sections 54A, 54AA and 54B of the Land Title Act 1994, a BMS identifies the lots to which it applies and contains reciprocal provisions benefiting and burdening those lots. The affected lots must generally relate to one or more buildings, form a single continuous area subject to the registrar's limited exception, and comprise either at least two volumetric format lots or at least one volumetric format lot and one standard format lot. Every registered owner must sign the statement.

依《1994年土地產權法》第54A、54AA及54B條，BMS須確認其適用地塊，並載有令該等地塊相互受益及負擔的條文。受影響地塊一般須與一幢或多幢大廈相關，並在註冊官的有限例外下形成單一連續土地範圍；同時須包括至少兩個空間體積式地塊，或至少一個空間體積式地塊及一個標準格式地塊。所有註冊業主均須簽署該聲明。

NO AUTOMATIC BODY CORPORATE 不會自動成立業主法人團體

Creating two or more volumetric lots does not by itself create a body corporate. The owners may be companies, institutional investors, the State, individuals or bodies corporate for separate community titles schemes. The BMS can establish a management group to coordinate them.

建立兩個或以上空間體積式地塊，本身不會自動成立業主法人團體。業主可以是公司、機構投資者、政府、個人，或各自社區產權項目的業主法人團體。BMS可設立管理小組以協調各方。

5.5

Mandatory and optional BMS content

BMS強制及選擇性內容

STATUS 性質	SUBJECT 主題	PRACTICAL FUNCTION 實務作用
Mandatory 強制	Supply of services to lots 向地塊供應公用服務	Identify service routes, capacity, metering, interruption rights and responsibility for plant and upgrades. 確認服務路線、容量、計量、中斷權，以及機電設備及升級責任。
Mandatory 強制	Rights of access 通道權	Provide operational, maintenance, inspection, emergency and replacement access across titles. 提供跨產權的營運、維修、檢查、緊急及更換通道。
Mandatory 強制	Support and shelter 支承及遮蔽權	Preserve structural support, waterproofing, weather protection and building integrity. 維持結構支承、防水、抗風雨保護及大廈完整性。
Mandatory 強制	Insurance arrangements 保險安排	Coordinate policies, valuation, claims, reinstatement, deductibles and uninsured loss. 協調保單、估值、索償、重建、自負額及未受保損失。
Optional 選擇性	Governance and money 治理及財務	Management group, meetings, voting, levies, accounts, expenditure, audit and arrears. 管理小組、會議、投票、管理費、帳目、支出、審計及欠款。
Optional 選擇性	Property and future development 物業及未來發展	Maintenance, common services and facilities, architectural standards, disputes, extinguishment and future works. 維修、共用服務與設施、建築標準、爭議、終止及未來工程。

A right of access, support, shelter or another right in the nature of an easement can operate under the BMS without a separate registered easement. That statutory effect makes accurate drafting and plan alignment critical. The Titles Registry may record the statement without undertaking a complete legal or commercial review of every clause.

通道、支承、遮蔽或其他具有地役權性質的權利，可依BMS運作，而毋須另行註冊地役權。此法定效力令條文準確及與圖則一致尤其重要。產權登記處可在沒有全面審查每項條文的法律或商業效力下登記該聲明。

5.6

BMS compared with a CMS

BMS與CMS比較

ISSUE 議題	CMS 社區管理聲明	BMS 建築管理聲明
Primary function 主要功能	Creates and governs the internal operation of one community titles scheme. 成立並規管一個社區產權項目的內部運作。	Coordinates reciprocal rights and obligations across volumetric or related major lots, which may include several schemes. 協調空間體積式或相關主要地塊之間的相互權利及義務，並可涵蓋多個項目。
Parties bound 受約束各方	The body corporate, lot owners, occupiers and other persons identified by the BCCM Act. 業主法人團體、單元業主、佔用人及BCCM法所指其他人士。	Registered owners and successors in title; a community titles scheme is bound where its scheme land is affected. 註冊業主及其產權繼承人；如項目土地受影響，該社區產權項目亦受約束。
Typical content 常見內容	Scheme identification, regulation module, lot entitlements, by-laws and progressive-development information. 項目資料、規管模組、單元權益、管理規約及分期發展資料。	Services, access, support, shelter, insurance, maintenance, management group, levies, disputes and future development. 公用服務、通道、支承、遮蔽、保險、維修、管理小組、管理費、爭議及未來發展。
Decision-maker 決策者	Body corporate acting through general meeting or committee within the BCCM Act and module. 業主法人團體依BCCM法及規管模組，透過全體大會或委員會行事。	The affected owners or a BMS management group acting within the registered statement. 受影響業主或BMS管理小組依註冊聲明行事。
Relationship 相互關係	The CMS remains the scheme’s internal constitution. CMS仍是項目的內部憲制文件。	The BMS sits across the titles and can bind the scheme; it does not replace the CMS. BMS橫跨多個產權並可約束項目，但不取代CMS。

5.7

How the BMS operates in practice

BMS的實際運作

01

The registered BMS allocates responsibility for each shared asset, service and interface.

註冊BMS分配每項共用資產、服務及介面的責任。

02

Each affected owner or scheme appoints its representative to the management group if the BMS establishes one.

如BMS設立管理小組，各受影響業主或項目委任其代表。

03

The management group prepares budgets and applies the registered cost-sharing formula.

管理小組編製預算，並套用註冊成本分攤公式。

04

The authorised decision-maker approves work, contracts and expenditure within the BMS powers and voting rules.

獲授權決策者依BMS權力及表決規則批准工程、契約及支出。

05

Levies or contributions are collected, spent and reconciled through the accounts required by the BMS.

依BMS要求的帳目收取、支出及核對管理費或分攤款。

06

Maintenance, inspections, insurance claims and capital projects are documented against the allocation schedules.

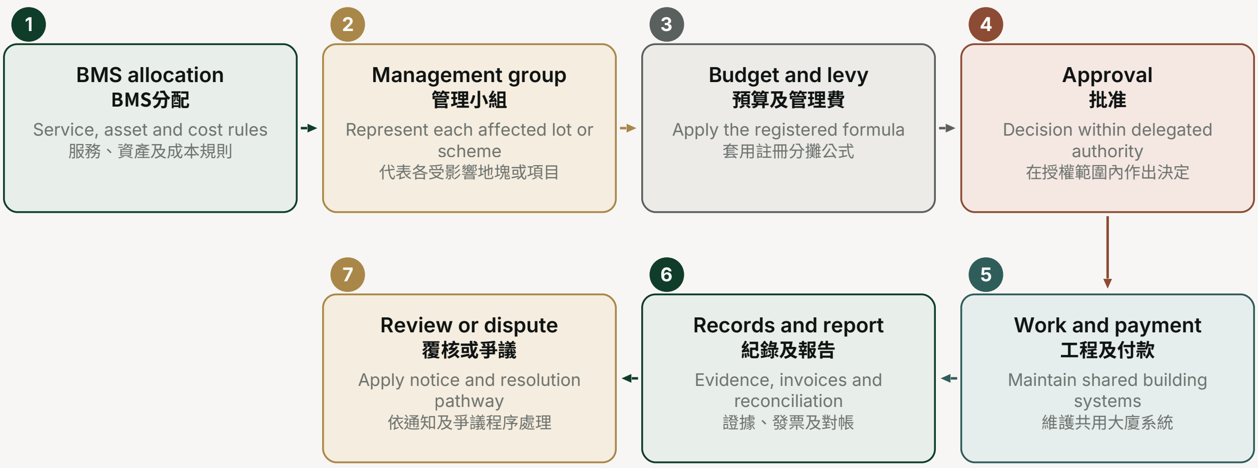
維修、檢查、保險索償及資本工程均須按分配表保存紀錄。

07

Disagreements follow the BMS notice and dispute pathway, without excluding final determination by a competent court.

爭議依BMS通知及處理途徑進行，但不得排除具管轄權法院作最終裁決。

FIG 10 **BMS cost and decision workflow** ／BMS成本與決策流程



Good governance links registered allocation, authority, evidence and accountability.
良好治理把註冊分攤、權限、證據及問責連結起來。

5.8

Registration, amendment and continuity

註冊、修訂及延續

On registration, a reference to the BMS is recorded on the title for each affected lot and the statement binds successors in title. If the BMS applies to land within a community titles scheme, the body corporate is treated as the registered owner for signing purposes, the statement binds the scheme, and a valid management-group decision can bind the scheme. A buyer cannot assume that changing ownership or changing the scheme committee ends the arrangement.

BMS註冊後，每個受影響地塊的產權均會記錄該聲明，並約束產權繼承人。如BMS適用於社區產權項目內的土地，就簽署而言，業主法人團體被視為註冊業主；該聲明約束項目，而有效的管理小組決定亦可約束項目。買方不可假設業主更替或委員會更換會終止該安排。

An amendment generally requires the signatures of all registered owners and cannot simply change the lots to which the BMS applies. Extinguishment and partial extinguishment carry owner and mortgagee-consent requirements, subject to statutory court-order exceptions. In a complex development, unanimity and lender consent can make future correction difficult and expensive.

修訂一般需要所有註冊業主簽署，亦不能藉簡單修訂改變BMS適用的地塊。終止或部分終止通常須取得業主及抵押權人同意，但法定法院命令例外除外。在複雜發展中，全體同意及貸款人同意要求，可令日後糾正問題既困難又昂貴。

> **DRAFT FOR THE COMPLETED ASSET, NOT ONLY THE FIRST STAGE 應按完整資產起草，而非只考慮首期**
>
> A BMS should anticipate future stages, final plant capacity, temporary access, construction interference, commissioning, defect rectification and the transition from developer control to long-term owners.
>
> BMS應預先處理未來分期、最終機電容量、臨時通道、施工干擾、系統調試、缺陷整改，以及由開發商控制過渡至長期業主持有。

5.9

Due diligence and drafting checklist

盡職調查及起草清單

- Obtain every current title, the registered volumetric plan, three-dimensional diagrams and all allocation sheets.
- Read the complete BMS, registered standard terms, amendments, easements and related development agreements.
- Reconcile every structural element, plant item, service route, access path and insurance obligation against the drawings.
- Test the cost formula for routine expenditure, capital replacement, defects, upgrades, emergencies and uninsured loss.

- 取得所有現行產權、註冊空間體積式圖則、三維圖及全部空間分配表。
- 審閱完整BMS、註冊標準條款、修訂、地役權及相關發展協議。
- 把每項結構元素、機電設備、服務路線、通道及保險義務與圖則核對。
- 測試日常支出、資本更換、缺陷、升級、緊急情況及未受保損失的成本公式。

- Review management-group membership, quorum, voting thresholds, conflicts, deadlock, delegation and emergency powers.
- Check budgets, levies, arrears, contracts, insurance, claims, minutes, disputes, defects and planned major works.
- For an off-the-plan purchase, compare the proposed BMS with the registered version and every change notice before settlement.
- For finance, confirm that access, support, services and insurance are sufficient for the lot to operate independently and retain value.

- 審查管理小組成員、法定人數、表決門檻、利益衝突、僵局、授權及緊急權力。
- 查核預算、管理費、欠款、契約、保險、索償、會議紀錄、爭議、缺陷及計劃重大工程。
- 購買樓花時，交割前須把擬議BMS與註冊版本及每份變更通知比較。
- 就融資而言，確認通道、支承、公用設施及保險足以令地塊獨立運作並維持價值。

PRACTICAL EFFECT 實務效果

The most serious BMS risks are often found in schedules and drawings rather than the general clauses: an incorrect allocation, missing service route or incomplete reinstatement formula can affect value, finance and business continuity for decades.

最嚴重的BMS風險往往存在於附表及圖則，而非一般條款。錯誤的空間分配、遺漏服務路線或不完整的重建公式，可長期影響價值、融資及業務持續。

5.10

Three-dimensional boundary design and survey coordination

三維界線設計及測量協調

A volumetric lot is defined by surveyed bounding surfaces rather than by an informal description such as “the retail podium” or “the basement”. The title must be capable of being located in three dimensions. The legal design therefore begins with cadastral surveying, but it cannot be completed sensibly by the surveyor alone. The architect, structural engineer, services engineers, fire engineer, building certifier, developer, lawyer and intended operators must agree what should sit inside each title and what must cross a title boundary.

空間體積式地塊由經測量的邊界面界定，而不是以「零售基座」或「地下室」等非正式描述界定。產權範圍必須可在三維空間中準確定位。因此，法律設計須由地籍測量開始，但不能只由測量師單獨完成。建築師、結構工程師、機電工程師、消防工程師、建築認證人、開發商、律師及預定營運者，均須共同確認哪些部分應納入各產權，以及哪些設施必須跨越產權界線。

The survey should use a stable horizontal and vertical datum, identify every upper, lower and side boundary, and explain irregular or stepped surfaces. Particular care is required where a slab, façade, transfer structure, waterproofing layer, riser, plant room or service zone crosses the intended boundary. A boundary placed through a critical plant may separate ownership from operational control; a boundary drawn without sufficient maintenance space may make replacement physically impossible. Three-dimensional diagrams assist readers, but they do not replace the registered plan or its survey information.

測量圖則應採用穩定的水平及垂直基準，標示每個上界、下界及側界，並解釋不規則或階梯式邊界面。如樓板、外牆、轉換結構、防水層、管道井、機房或服務區跨越擬定界線，尤其需要審慎處理。若界線穿過關鍵設備，可能令所有權與營運控制分離；如沒有預留足夠維修空間，日後甚至可能無法更換設備。三維示意圖有助閱讀，但不能取代註冊圖則及其測量資料。

PRACTICAL CHECKLIST 實務清單

- Reconcile survey boundaries against coordinated architectural, structural and services drawings.
- Confirm the datum, reduced levels and treatment of sloping or stepped surfaces.
- Provide access and removal paths for every major plant item crossing or adjoining a boundary.
- Record which drawing resolves any inconsistency and require the registered plan to prevail for title.

- 把測量界線與已協調的建築、結構及機電圖則核對。
- 確認基準、高程及斜面或階梯面的處理方法。
- 為每項跨越或毗鄰界線的主要設備提供進入及拆卸路線。
- 記錄文件不一致時的優先次序，並就產權範圍以註冊圖則為準。

PRACTICAL EFFECT 實務效果

A small drafting or survey mismatch at an interface can become a permanent ownership, maintenance and insurance problem. Run a formal boundary workshop before the survey plan and BMS are finalised.

介面上的輕微起草或測量不一致，可能演變為永久的所有權、維修及保險問題。在測量圖則及BMS定稿前，應召開正式的界線協調工作會議。

5.11

From development approval to registered title

由發展批准至註冊產權

Planning approval, building approval, the cadastral plan and the BMS perform different functions. Planning approval authorises development subject to conditions. Building approval addresses the proposed building work. The registered plan creates the legal lots. The BMS allocates reciprocal rights and obligations across those lots. None of these documents should be treated as a substitute for another.

規劃批准、建築批准、地籍圖則及BMS各有不同功能。規劃批准在附帶條件下准許發展；建築批准處理擬建工程；註冊圖則創造法律地塊；BMS則分配各地塊之間的相互權利及義務。任何一份文件均不應被視為另一份文件的替代品。

A reliable registration pathway keeps the approved use, physical design, title boundaries and operating arrangements aligned. The plan must satisfy statutory survey and consent requirements, including relevant planning-body approval where required and the consent of affected registered mortgagees and interest holders. The BMS must identify eligible lots, be signed by all registered owners and be capable of operating with the final plan. Because the registrar is not obliged to conduct a complete validity or commercial review of the BMS, registration is not a quality assurance certificate for the transaction documents.

可靠的註冊程序應令獲批用途、實體設計、產權界線及營運安排保持一致。圖則須符合測量及同意的法定要求，包括在適用情況下取得相關規劃機構批准，以及受影響的註冊抵押權人及權益持有人的同意。BMS須確認合資格地塊，由所有註冊業主簽署，並可與最終圖則共同運作。由於註冊官毋須全面審查BMS的有效性或商業內容，註冊本身並非交易文件的品質保證。

PRACTICAL CHECKLIST 實務清單

- Prepare a document register linking every approval condition to the plan, BMS or operating procedure that satisfies it.

- 建立文件登記冊，把每項批准條件連接至相應圖則、BMS或營運程序。

- Confirm all registered interests and required consents before fixing the lodgement sequence.
- Compare the execution version of the BMS with the version approved by owners, lenders and project stakeholders.
- Use a settlement condition requiring evidence of registration of the intended plan and BMS.

- 在確定遞交次序前，確認所有註冊權益及所需同意。
- 把BMS簽署版本與業主、貸款人及項目持份者批准的版本比較。
- 設定交割條件，要求提供擬定圖則及BMS已註冊的證明。

PRACTICAL EFFECT 實務效果

Treat registration as the final integration exercise. A project can have valid approvals and registrable documents yet still produce an unworkable ownership and operating model.

應把註冊視為最終整合程序。項目即使具有有效批准及可註冊文件，仍可能形成無法實際運作的所有權及營運模式。

5.12

Shared services, plant and utility infrastructure

共用服務、機電設備及公用設施

Mixed-use buildings rarely have completely independent services. Electricity intake rooms, transformers, generators, fire pumps, hydrants, sprinklers, smoke control, lifts, chilled-water plant, water tanks, sewer, trade waste, telecommunications, security systems and building management systems may serve more than one volumetric lot. Section 54C therefore requires the BMS to contain provisions about the supply of services to lots.

混合用途大廈的公用服務很少完全獨立。電力進線房、變壓器、發電機、消防泵、消防栓、灑水系統、排煙系統、升降機、冷凍水設備、水箱、排污、商業廢水、電訊、保安系統及大廈管理系統，均可能服務多個空間體積式地塊。因此，第54C條要求BMS載有向各地塊供應服務的條文。

A useful services schedule identifies the owner of each asset, the lots served, capacity reserved for each lot, operating standards, meter location, energy and water charges, planned maintenance, replacement responsibility and access rights. It should also deal with interruption, emergency isolation, contamination, cyber or control-system failure, capacity upgrades and connections for future stages. Where consumption can be measured, submetering may support a user-pays allocation; fixed capacity, standby systems and base-building plant may require a different formula.

實用的服務附表應確認每項資產的業主、受服務地塊、各地塊獲保留的容量、營運標準、計量錶位置、能源及水費、計劃維修、更換責任及通道權。附表亦應處理服務中斷、緊急隔離、污染、網絡或控制系統故障、容量升級及未來分期接駁。如用量可量度，可按分錶採用用者自付方式；固定容量、備用系統及大廈基本設備則可能需要不同公式。

PRACTICAL CHECKLIST 實務清單

- Create a complete plant and services register with a unique asset identifier.
- Map the physical route, ownership, control point, meter and lots served for each service.

- 建立完整機電及服務登記冊，為每項資產編配獨立識別編號。
- 繪製每項服務的實體路線、所有權、控制點、計量錶及受服務地塊。

- Test shutdown, emergency isolation and replacement access before titles are sold.
- Distinguish consumption charges, capacity charges, standby costs and capital replacement.

- 在出售產權前測試停機、緊急隔離及更換設備的通道。
- 區分用量費、容量費、備用成本及資本更換成本。

PRACTICAL EFFECT 實務效果

Do not allocate a service merely by naming the room that contains it. Ownership of the room, ownership of the plant, operational control and liability for the service can be different.

不可只按設備所在房間分配服務責任。房間所有權、設備所有權、營運控制及服務責任可以各不相同。

5.13

Access, support, shelter and building interfaces

通道、支承、遮蔽及大廈介面

Separate titles remain physically interdependent. One lot may support another through columns, transfer beams, slabs or foundations. A podium roof may shelter the lot below while serving as a terrace for the lot above. Façade anchors, membranes, movement joints, fire stairs, lobbies and loading areas may sit on one title but protect or serve several. The BMS must address rights of access, support and shelter, and those rights may operate without a separate formal easement.

獨立產權在實體上仍然互相依賴。一個地塊可透過柱、轉換樑、樓板或地基支承另一地塊；基座屋頂可遮蔽下層地塊，同時作為上層地塊的平台。外牆錨固件、防水膜、伸縮縫、消防樓梯、大廳及卸貨區可能位於一個產權內，但保護或服務多個地塊。BMS必須處理通道、支承及遮蔽權，而該等權利可在沒有另行正式地役權下運作。

The drafting should go beyond a general right to enter. It should identify who may enter, for what purpose, on what notice, at what time, with what safety controls, and who must reinstate damage. Emergency access should operate immediately. Planned access should coordinate with trading hours, hotel security, residential privacy and workplace safety. The BMS should also allocate inspection and maintenance responsibility for each interface and prevent an owner from altering structural support, waterproofing, fire separation or weather protection unilaterally.

條文不應只籠統授予進入權，還應確認誰可進入、進入目的、通知期限、時間、安全控制，以及由誰修復損壞。緊急通道應可即時使用；計劃通道則須配合營業時間、酒店保安、住宅私隱及工作場所安全。BMS亦應分配每個介面的檢查及維修責任，並防止任何業主單方面改動結構支承、防水、消防分隔或抗風雨保護。

PRACTICAL CHECKLIST 實務清單

- Prepare an interface schedule for structure, façade, waterproofing, fire separation and circulation.
- Separate emergency entry rights from planned inspection and works access.
- Allocate security escorts, inductions, permits, shutdowns and reinstatement costs.

- 為結構、外牆、防水、消防分隔及通行系統編製介面附表。
- 把緊急進入權與計劃檢查及施工通道分開處理。
- 分配保安陪同、安全簡介、工作許可、停機及修復成本。

- Require consent before work affects support, shelter, waterproofing or fire integrity.

- 工程如影響支承、遮蔽、防水或消防完整性，須事先取得同意。

PRACTICAL EFFECT 實務效果

The quality of an access clause is tested when an urgent leak or structural defect occurs at 2 a.m., not when the BMS is signed in an empty development.

通道條文的真正考驗，是凌晨二時發生緊急漏水或結構缺陷時，而不是在尚未入伙的項目簽署BMS之時。

5.14

Insurance, damage and reinstatement

保險、損壞及重建

The statutory requirement is for the BMS to contain insurance arrangements; it does not itself prescribe one universal policy model. A project may use a coordinated whole-building policy, separate policies for major components, or a combination. Whatever model is chosen must avoid gaps, double insurance, inconsistent valuations and competing control of a claim.

法例要求BMS載有保險安排，但本身並沒有指定一種適用於所有項目的保單模式。項目可採用協調一致的全幢大廈保單、各主要部分的獨立保單，或兩者結合。無論採用哪種模式，均須避免保障缺口、重複投保、估值不一致及索償控制衝突。

The BMS should identify insured property, policyholder, insured parties, valuation method, premium allocation, deductibles, uninsured risks, claims authority and distribution of proceeds. It should provide a reinstatement decision process, including design changes required by law, business-interruption coordination, temporary works and the position if full reinstatement is impossible or uneconomic.

BMS應確認受保財產、投保人、受保各方、估值方法、保費分攤、自負額、未受保風險、索償權限及賠款分配。亦應建立重建決策程序，包括法例要求的設計變更、營業中斷協調、臨時工程，以及如全面重建不可行或不合經濟效益時的處理。

PRACTICAL CHECKLIST 實務清單

- Obtain one insurance matrix showing every asset, risk, policy, insured party and deductible.
- Align building valuations and policy renewal dates.
- Define who controls notification, experts, settlement and application of insurance proceeds.
- Model partial damage, total loss, denial of cover and underinsurance scenarios.

- 編製一份保險矩陣，列明每項資產、風險、保單、受保方及自負額。
- 協調大廈估值及保單續期日期。
- 界定由誰控制通知、專家委任、和解及保險賠款用途。
- 模擬部分損壞、全損、拒絕承保及保額不足的情境。

PRACTICAL EFFECT 實務效果

An insurance clause is incomplete unless it explains who rebuilds, who pays during the claim and what happens when the insurer does not fund the full reinstatement cost.

保險條文如沒有說明由誰重建、索償期間由誰付款，以及保險人未足額支付重建成本時如何處理，便不完整。

5.15

Cost allocation, budgets and levies

成本分配、預算及管理費

The BMS may provide for levies, the holding and expenditure of levy money, and property maintenance. Unlike a community titles scheme operating under a prescribed regulation module, the BMS cost model depends heavily on the registered BMS. A single percentage for every expense is simple, but it may become commercially unfair when services, floor areas, values, opening hours and replacement costs differ substantially.

BMS可規定管理費、管理費款項的保管及支出，以及物業維修。與受指定規管模組規管的社區產權項目不同，BMS成本模式在很大程度上取決於註冊條文。所有支出採用同一百分比雖然簡單，但如服務、樓面面積、價值、營業時間及更換成本有重大差異，可能造成商業上不公平的結果。

A sophisticated allocation schedule separates sole-use costs, measurable consumption, reserved capacity, shared operating costs and long-term capital replacement. Different assets may use different drivers: metered demand, connected load, gross floor area, insured value, replacement value, frequency of use or direct causation. The BMS should state how annual budgets, special contributions, reserve accounts, arrears, interest, audit, tax invoices and year-end reconciliations are administered, while allowing expert determination where technical data is disputed.

成熟的分配附表應區分專用成本、可量度用量、保留容量、共用營運成本及長期資本更換。不同資產可採用不同分配因素，例如計量需求、接駁負荷、總樓面面積、投保價值、更換價值、使用頻率或直接因果關係。BMS應規定年度預算、特別分攤、儲備帳戶、欠款、利息、審計、稅務發票及年終核算的管理方式；如技術數據有爭議，則可交由專家裁定。

PRACTICAL CHECKLIST 實務清單

- Create an asset-by-asset allocation schedule rather than one building-wide percentage.
- Separate operating expenditure from planned capital replacement and emergency expenditure.
- Test each formula against current use, vacant space, changed use and future development.
- Specify evidence, invoicing, objections, audit rights and year-end true-up.

- 按每項資產編製分配附表，而非只採用一個全幢百分比。
- 區分營運支出、計劃資本更換及緊急支出。
- 按現有用途、空置空間、用途改變及未來發展測試每項公式。
- 規定證明、發票、異議、審計權及年終調整機制。

PRACTICAL EFFECT 實務效果

The question is not whether an allocation adds to 100%. The question is whether the formula continues to produce a defensible result when use, ownership and technology change.

關鍵不只是分配比例是否合共100%，而是用途、所有權及技術改變後，公式能否繼續產生合理且可辯護的結果。

5.16

Management-group governance, authority and deadlock

管理小組治理、權限及僵局

A BMS may establish a management group to coordinate the affected owners. The group is not automatically a body corporate, and its powers arise from the registered statement. The drafting must therefore identify representation, chairing, notice, quorum, voting, conflicts, delegation, banking, records and the limits of authority. Where a community titles scheme is affected, a valid management-group decision can bind the scheme under section 54I.

BMS可設立管理小組協調受影響業主。該小組不會自動成為業主法人團體，其權力來自註冊聲明。因此，條文須確認代表、主席、通知、法定人數、投票、利益衝突、授權、銀行帳戶、紀錄及權限限制。如社區產權項目受BMS約束，有效的管理小組決定可依第54I條約束該項目。

Voting design should reflect the decision. Routine administration may justify one vote per affected lot; expenditure may be weighted by the relevant cost allocation; structural, insurance or redevelopment decisions may require a higher threshold. Reserved matters should identify what cannot be delegated. Deadlock provisions can move from senior representatives to mediation, expert determination for technical issues and court proceedings where necessary. An emergency power should permit immediate protective action but require prompt reporting and later financial review.

投票制度應配合決策性質。日常行政可採每個受影響地塊一票；支出決定可按相關成本分配加權；結構、保險或重建決定則可能需要較高門檻。保留事項應明確列出不得授權的事項。僵局程序可由高級代表協商，繼而調解；技術問題可交專家裁定，必要時再進入法院程序。緊急權力應容許即時採取保護行動，但須迅速報告並在事後進行財務覆核。

PRACTICAL CHECKLIST 實務清單

- Match voting thresholds to administrative, financial, structural and fundamental decisions.
- Define the representative authority of a body corporate, company, trustee or government owner.
- Include conflict disclosure, abstention and related-party procurement rules.
- Create a time-limited escalation path for deadlock and urgent decisions.

- 按行政、財務、結構及根本性決定設定不同投票門檻。
- 界定業主法人團體、公司、受託人或政府業主代表的權限。
- 加入利益衝突披露、避席及關聯方採購規則。
- 為僵局及緊急決定建立有時限的升級程序。

PRACTICAL EFFECT 實務效果

A management group should not be given broad expenditure language without a matching voting rule, budget control and reporting obligation.

如BMS賦予管理小組廣泛支出權，必須同時配合相應投票規則、預算控制及報告義務。

5.17

Contracts, procurement and operational records

契約、採購及營運紀錄

A BMS may establish the governance framework, but buildings operate through contracts. Facilities management, cleaning, security, fire services, lift maintenance, energy, waste, insurance broking, engineering and capital works may be procured for several lots together. The BMS should identify who may contract, which owners are liable, how the supplier is supervised and how costs are allocated.

BMS可建立治理架構，但大廈仍須透過契約運作。設施管理、清潔、保安、消防服務、升降機維修、能源、廢物、保險經紀、工程顧問及資本工程，均可能由多個地塊共同採購。BMS應確認誰有權簽約、哪些業主承擔責任、如何監督供應商及如何分配成本。

Procurement provisions should address quotations, tenders, contract limits, related parties, performance standards, insurance, indemnities, variation, assignment and termination. The manager should maintain minutes, resolutions, budgets, contracts, invoices, asset registers, maintenance records, warranties, permits, incident reports and insurance material in a shared data room. Because owners and representatives change, the BMS should require document handover, access rights, retention periods and business-continuity arrangements.

採購條文應處理報價、招標、契約金額限制、關聯方、履約標準、保險、彌償、變更、轉讓及終止。管理人應在共用資料室留存會議紀錄、決議、預算、契約、發票、資產登記冊、維修紀錄、保養、工作許可、事故報告及保險資料。由於業主及代表會更替，BMS應規定文件交接、查閱權、保存期限及業務持續安排。

PRACTICAL CHECKLIST 實務清單

- State which entity signs each contract and whether liability is several, joint or allocated.
- Set procurement thresholds and approval evidence for variations and emergency work.
- Require a current contract register showing term, options, annual cost and termination dates.
- Provide data-room access and a mandatory handover protocol when representatives change.

- 說明由哪個實體簽署各契約，以及責任屬個別、共同或按比例分配。
- 設定採購門檻，以及變更及緊急工程的批准證明。
- 要求保存現行契約登記冊，列明年期、續期權、年度成本及終止日期。
- 代表更替時，提供資料室查閱權及強制交接程序。

> **PRACTICAL EFFECT 實務效果**
>
> A management group resolution is not a substitute for confirming that the contracting party has legal capacity and that the approved cost can be recovered under the BMS.
>
> 管理小組決議不能取代對簽約方是否具有法律能力，以及已批准成本能否依BMS追收的確認。

5.18

Future development, staged construction and change control

未來發展、分期施工及變更控制

A BMS may address proposed future development, and the statutory scheme recognises that an affected lot may later be subdivided, with the statement then applying to the lots created. This flexibility supports staged towers and later community titles schemes, but it can also expose early owners to construction access, temporary services, changed capacity demands and prolonged developer influence.

BMS可處理擬議未來發展，而法定制度亦承認受影響地塊可在日後再分割，屆時聲明將適用於新建立的地塊。此彈性有利於分期塔樓及日後成立社區產權項目，但亦可能令早期業主承受施工通道、臨時服務、容量需求改變及開發商長期影響。

Future-development rights should define the permitted works, maximum duration, affected areas, construction access, crane and hoarding rights, service diversions, temporary shutdowns, noise, dust, security, safety, insurance and rectification. Change-control provisions should distinguish minor technical updates from changes that increase cost, reduce service capacity, alter access, change voting power or prejudice an existing lot. Any unilateral developer power should be limited by objective conditions, notice, evidence, make-good obligations and protection of existing use.

未來發展權應界定准許工程、最長期限、受影響範圍、施工通道、吊機及圍板權、服務改道、臨時停機、噪音、塵埃、保安、安全、保險及修復。變更控制條文應區分輕微技術更新與增加成本、降低服務容量、改變通道、改變投票權或損害現有地塊的變更。任何開發商單方權力均應受客觀條件、通知、證明、復原義務及現有用途保障所限制。

PRACTICAL CHECKLIST 實務清單

- Define the final completed development and every permitted intermediate stage.
- Reserve and protect capacity for existing lots before approving later connections.
- Require construction management plans, insurance and security for make-good obligations.
- Identify changes requiring unanimous consent, a special threshold or independent certification.

- 界定最終完成發展及每個准許的過渡分期。
- 批准日後接駁前，為現有地塊保留及保障所需容量。
- 要求施工管理計劃、保險及修復義務的擔保。
- 確認哪些變更須全體同意、特別門檻或獨立認證。

PRACTICAL EFFECT 實務效果

A future-development clause should permit construction, not permit the economic bargain of the existing owners to be rewritten without defined limits.

未來發展條文應容許施工，但不應容許在沒有明確限制下重寫現有業主的經濟安排。

5.19

Defects, emergencies and business continuity

缺陷、緊急情況及業務持續

A defect at a volumetric boundary can involve several legal and technical layers: the defective component may be owned by one lot, maintained by another party, accessed through a third lot and insured under a shared policy. Water ingress, façade failure, fire-system defects, structural movement and service interruption therefore require a coordinated response rather than a single-title analysis.

空間體積式界線上的缺陷可能涉及多個法律及技術層次：有缺陷的構件可由一個地塊擁有、由另一方維修、須經第三個地塊進入，並由共用保單承保。因此，滲水、外牆失效、消防系統缺陷、結構移動及服務中斷均須協調處理，而不能只分析單一產權。

The BMS should establish immediate notification, emergency entry, temporary protection, expert appointment, evidence preservation and cost-reservation procedures. It should distinguish emergency mitigation from final responsibility: the party authorised to stop damage should not automatically bear the ultimate cost. A building-wide incident plan should identify decision-makers, contacts, isolation points, alternative access, resident and tenant communications, regulatory notifications and restoration priorities. Root-cause and responsibility can then be determined after the asset is safe.

BMS應建立即時通知、緊急進入、臨時保護、專家委任、證據保存及成本保留程序。條文須區分緊急減損與最終責任：獲授權制止損害的一方不應自動承擔最終成本。全幢事故計劃應確認決策者、聯絡人、隔離點、替代通道、住戶及租戶通訊、監管通知及復原優先次序。資產安全後，才確定根本原因及責任。

PRACTICAL CHECKLIST 實務清單

- Maintain an emergency contact and authority matrix available outside normal business hours.
- Preserve photographs, alarms, access logs, samples, expert observations and notice records.
- Authorise immediate mitigation without prejudicing later allocation of responsibility.
- Test alternative power, water, fire, access and communication arrangements periodically.

- 保存可在非辦公時間使用的緊急聯絡及權限矩陣。
- 保存照片、警報、進出紀錄、樣本、專家觀察及通知紀錄。
- 授權即時減損，但不影響日後責任分配。
- 定期測試後備電力、供水、消防、通道及通訊安排。

PRACTICAL EFFECT 實務效果

The first objective is safety and loss mitigation. Liability, insurance recovery and final cost allocation should follow preserved evidence and expert causation analysis.

首要目標是安全及減少損失。責任、保險追償及最終成本分配，應以已保存證據及專家因果分析為基礎。

5.20

Financing, leasing, sale and change of ownership

融資、租賃、出售及業權變更

A registered BMS is recorded against each affected title and binds successors. It can therefore affect financeability, valuation, lease structure, operating expenses and saleability. A lender will want the mortgaged lot to have reliable access, support, services and insurance, and will test whether material decisions or amendments could impair its security. A buyer must assess both the registered instrument and the way it has actually been administered.

註冊BMS記錄於每個受影響產權並約束產權繼承人，因此可影響融資能力、估值、租賃架構、營運支出及可出售性。貸款人會要求抵押地塊具有可靠通道、支承、服務及保險，並評估重大決定或修訂會否損害其抵押保障。買方須同時評估註冊文件及其實際管理方式。

Transaction due diligence should obtain the current titles, plan, BMS, amendments, management-group minutes, budgets, contributions, arrears, contracts, insurance, claims, disputes, defects and future works. Leases and operating agreements should pass through relevant BMS obligations without attempting to transfer the owner’s ultimate registered responsibility. A sale contract should deal with disclosure, apportionment of contributions, outstanding decisions, transfer of records and any consent or accession mechanism required by the BMS or related contracts.

交易盡職調查應取得現行產權、圖則、BMS、修訂、管理小組會議紀錄、預算、分攤款、欠款、契約、保險、索償、爭議、缺陷及未來工程。租約及營運協議應把相關BMS義務向下傳遞，但不應試圖轉移業主最終的註冊責任。出售契約應處理披露、分攤款調整、未完成決定、紀錄移交，以及BMS或相關契約要求的任何同意或加入機制。

PRACTICAL CHECKLIST 實務清單

- Review BMS rights and obligations as part of title, valuation and finance due diligence.
- Obtain management-group estoppel or status information where the documents permit it.
- Flow relevant operating obligations into leases while preserving owner oversight.
- Confirm contributions, arrears, claims, approved works and records handover at settlement.

- 把BMS權利及義務納入產權、估值及融資盡職調查。
- 如文件容許，取得管理小組的確認或狀況資料。
- 把相關營運義務納入租約，同時保留業主監督。
- 交割時確認分攤款、欠款、索償、已批准工程及紀錄移交。

PRACTICAL EFFECT 實務效果

A clean title search showing the BMS reference is only the beginning. The economic risk is found in the complete statement, its schedules and the management history.

產權查冊清楚顯示BMS註記只是一個起點。經濟風險存在於完整聲明、附表及管理歷史之中。

5.21

Worked mixed-use example

混合用途實例

Assume a project contains four affected interests: Lot A is basement parking and central plant; Lot B is a retail podium; Lot C is a hotel tower; and Lot D is scheme land for a residential community titles scheme. The following example is illustrative only. Its purpose is to show why one ownership percentage rarely answers every operational question.

假設項目包含四項受影響權益：A地塊為地庫停車及中央設備；B地塊為零售基座；C地塊為酒店塔樓；D地塊為住宅社區產權項目的項目土地。以下例子只供說明，旨在顯示單一所有權百分比通常不能回答所有營運問題。

The central fire pumps serve every lot and may be allocated by an engineered demand or replacement model. Retail loading and trade-waste systems principally serve Lot B and should not automatically be charged equally to hotel or residential owners. Chilled water may be charged by metered use plus reserved capacity. Foundations and transfer structures benefit every upper component, but inspection access may lie within Lot A. The podium waterproofing protects retail below and forms an outdoor area for the residential scheme above, requiring separate ownership, maintenance, access and causation rules.

中央消防泵服務所有地塊，可按工程需求或更換成本模式分配。零售卸貨及商業廢水系統主要服務B地塊，不應自動由酒店或住宅業主平均分擔。冷凍水可按計量用量加保留容量收費。地基及轉換結構惠及所有上層部分，但檢查通道可能位於A地塊內。基座防水層保護下方零售空間，同時構成上方住宅項目的戶外地方，因此須分開處理所有權、維修、通道及因果責任。

INTERFACE 介面	PRIMARY BMS QUESTIONS BMS主要問題
Central plant 中央設備	Who owns, operates and replaces it? Which lots receive capacity? How are use, standby and capital costs separated? 由誰擁有、營運及更換？哪些地塊獲得容量？如何區分用量、備用及資本成本？
Podium roof 基座屋頂	Who owns the slab, membrane and finishes? Who may enter? Who pays where damage is caused by the upper use? 誰擁有樓板、防水膜及飾面？誰可進入？如損壞由上層用途造成，誰負責付款？
Loading and access 卸貨及通道	Which uses have priority and at what times? Who controls security, traffic, cleaning and damage? 哪些用途在什麼時間享有優先？由誰控制保安、交通、清潔及損壞處理？
Structure and façade 結構及外牆	Which title contains each element? Who inspects, maintains, insures and approves alterations? 每項構件位於哪個產權？由誰檢查、維修、投保及批准改動？

PRACTICAL CHECKLIST 實務清單

- Prepare a title-and-asset map for all four affected interests.
- Use a separate allocation driver for each material shared asset.
- Test a leak, fire-system failure, power outage and major plant replacement.

- 為四項受影響權益編製產權及資產圖。
- 為每項重大共用資產採用獨立分配因素。
- 測試漏水、消防系統故障、停電及主要設備更換情境。

- Confirm that the residential body corporate can lawfully make and fund each required decision.

- 確認住宅業主法人團體可合法作出並資助每項所需決定。

PRACTICAL EFFECT 實務效果

The worked example should be replaced with the project's actual title, asset, services, insurance and cost-allocation matrices before any transaction proceeds.

任何交易進行前，均須以項目的實際產權、資產、服務、保險及成本分配矩陣取代本說明例子。

5.22

BMS drafting file, data room and periodic audit

BMS起草檔案、資料室及定期審核

A complex BMS should be supported by a structured evidence file. The registered statement is the legal instrument, but its successful operation depends on coordinated drawings, asset schedules, cost models, insurance matrices, contracts and records. These materials should be assembled before registration and preserved for later owners, managers, lenders and advisers.

複雜BMS應有具系統的證據檔案支持。註冊聲明是法律文件，但能否成功運作取決於已協調圖則、資產附表、成本模式、保險矩陣、契約及紀錄。該等資料應在註冊前整理，並為日後業主、管理人、貸款人及顧問保存。

The data room should contain the final plan and survey information, BMS and amendments, approval history, design drawings, commissioning records, as-built information, asset and interface registers, service capacity data, allocation calculations, insurance and valuation material, warranties, contracts, minutes, budgets, levies, disputes and incident records. The management group should conduct an annual administrative audit and a periodic technical review, with additional review after major damage, a material change of use, a new development stage or proposed amendment.

資料室應包括最終圖則及測量資料、BMS及修訂、批准歷史、設計圖、調試紀錄、竣工資料、資產及介面登記冊、服務容量數據、分配計算、保險及估值資料、保養、契約、會議紀錄、預算、管理費、爭議及事故紀錄。管理小組應每年進行行政審核，並定期作技術覆核；發生重大損壞、重大用途改變、新發展分期或擬議修訂後，亦應額外覆核。

PRACTICAL CHECKLIST 實務清單

- Maintain one controlled index with document owner, date, status and superseded version.
- Reconcile the registered statement against current ownership, use, plant and contracts annually.
- Record unresolved inconsistencies and assign a responsible party and target date.
- Obtain owner, mortgagee and court advice early where an amendment cannot secure all signatures.

- 保存一份受控索引，列明文件負責人、日期、狀況及被取代版本。
- 每年把註冊聲明與現有所有權、用途、設備及契約核對。
- 記錄未解決的不一致，並指派負責人及目標日期。
- 如修訂無法取得所有簽署，應及早就業主、抵押權人及法院程序取得意見。

PRACTICAL EFFECT 實務效果

The BMS should be managed as a living operating constitution, while recognising that the registered instrument cannot be informally rewritten by practice, minutes or convenience.

BMS應作為持續運作的營運憲章管理，但亦須承認註冊文件不能藉慣例、會議紀錄或方便做法而被非正式改寫。

CHAPTER 6 · 第6章

06

Buying Off-the-Plan Land under the Land Sales Act 1984

依《1984年土地銷售法》購買樓花土地

6.1 Land Sales Act buyer workflow
《土地銷售法》買方流程

6.2 Key contract risks
主要契約風險

6.3 The statutory gateway: only Land Sales Act contracts
法定門檻：只限《土地銷售法》契約

6.4 Define the product before reviewing the contract
審閱契約前先界定產品

6.5 Developer, land and approval due diligence
開發商、土地與批准盡職調查

6.6 Disclosure documents and continuing disclosure
披露文件與持續披露

6.7 Deposit protection and finance risk
訂金保障與融資風險

6.8 Sunset dates, delay and seller termination
日落日期、延誤與賣方終止

6.9 Variations, inspection and settlement readiness
變更、驗收與交割準備

6.10 Contract version-control worksheet
契約版本控制工作表

This chapter is confined to off-the-plan contracts for proposed land to which the Land Sales Act 1984 (Qld) applies. It does not apply to a proposed lot governed by the Body Corporate and Community Management Act 1997, the Building Units and Group Titles Act 1980 or the South Bank Corporation Act 1989. Those body corporate contracts are addressed in Chapter 7.

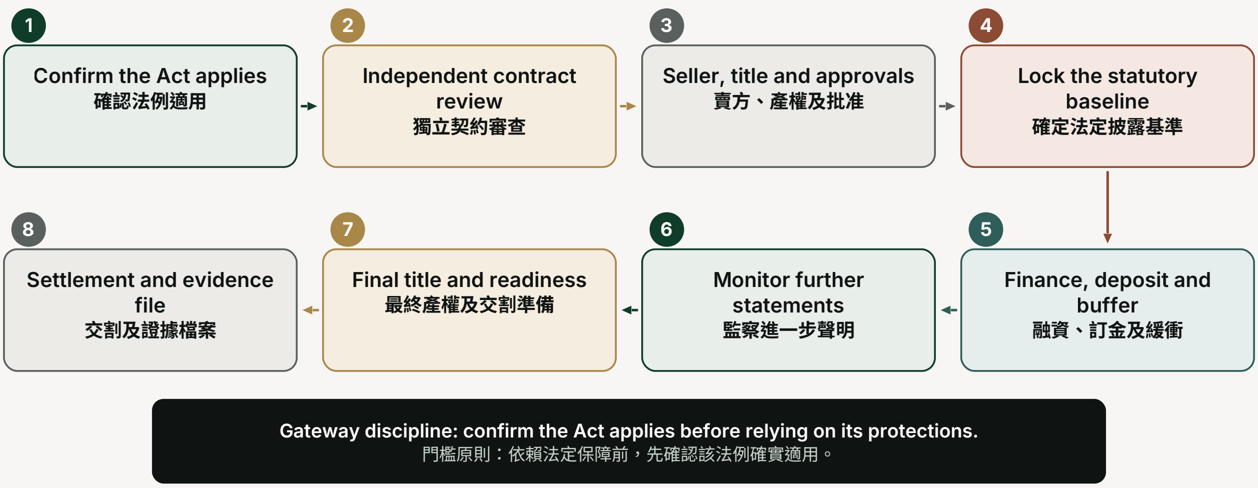
本章只處理受昆士蘭《1984年土地銷售法》規管的擬議土地樓花契約；不適用於受《1997年業主法人團體及社區管理法》、《1980年建築單元及組合產權法》或《1989年南岸公司法》規管的擬議單元。該等業主法人團體契約於第7章處理。

6.1

Land Sales Act buyer workflow

《土地銷售法》買方流程

FIG 11 **Land Sales Act buyer journey** ／《土地銷售法》買方流程



6.2

Key contract risks

主要契約風險

- Broad seller rights to change dimensions, services, earthworks, retaining walls, estate works or staging.
- A long settlement window and limited buyer control over delay.
- Finance approval expiring before completion or a bank valuation shortfall.
- GST, transfer duty, foreign-buyer rules, FIRB and tax consequences.
- Construction and defect risk, particularly where the land contract and building contract are separate.

- 賣方廣泛更改尺寸、服務設施、土方、擋土牆、屋苑工程或分期的權利。
- 交割期長，買方對延誤的控制有限。
- 融資批准在完工前失效，或銀行估值不足。
- 商品及服務稅、轉讓印花稅、海外買方規則、FIRB及稅務後果。
- 建築及缺陷風險，尤其土地契約與建築契約分開時。

- Assignment restrictions and developer consent fees if the buyer needs to sell before settlement.

- 如買方需在交割前轉售，可能受轉讓限制及開發商同意費約束。

6.3

The statutory gateway: only Land Sales Act contracts

法定門檻：只限《土地銷售法》契約

The first question is whether the Act applies. Section 3 excludes a sale forming part of a large transaction and a sale arising from reconfiguration into not more than five lots. More importantly for this guide, the Schedule 1 definitions of “lot” and “proposed lot” expressly exclude land to which the BCCM Act, BUGTA or the South Bank Corporation Act applies. The statutory gateway must be answered before any Land Sales Act protection is relied upon.

首要問題是該法例是否適用。第3條排除構成大型交易的銷售，以及由土地重劃為不多於五個地塊所產生的銷售。對本指南更重要的是，附表1對「地塊」及「擬議地塊」的定義，明確排除受BCCM法、BUGTA或《南岸公司法》規管的土地。依賴任何《土地銷售法》保障前，必須先確定法定適用門檻。

For a qualifying Land Sales Act contract, sections 10–14 regulate pre-contract disclosure, further statements and settlement; sections 17–19 protect purchase money in prescribed trust accounts; and Part 2 Division 4A restricts a seller’s use of a sunset clause. A seller may terminate under that statutory sunset regime only with the buyer’s written consent, a Supreme Court order or another prescribed pathway. Those restrictions do not apply to body corporate off-the-plan contracts.

如契約符合《土地銷售法》適用門檻，第10至14條規管簽約前披露、進一步聲明及交割；第17至19條以指定信託帳戶保障購買款；第2部第4A分部則限制賣方使用日落條款。賣方在該法定日落制度下，只可在取得買方書面同意、最高法院命令或符合法規另訂途徑時終止。該等限制不適用於業主法人團體樓花契約。

FIG 12　Land Sales Act risk wheel ／《土地銷售法》風險輪

6.4

Define the product before reviewing the contract

審閱契約前先界定產品

Within this chapter, the buyer may be acquiring a proposed vacant lot, an estate lot, the land component of a house-and-land package or a volumetric-format lot that is not governed by an excluded body corporate statute. A separate building contract may be commercially linked to the land contract, but it does not become a Land Sales Act contract merely because the documents were marketed together.

在本章範圍內，買方可能購買擬議空置地塊、屋苑地塊、房地組合中的土地部分，或不受被排除業主法人法例規管的空間體積格式地塊。獨立建築契約可在商業上與土地契約相連，但不會僅因文件一併銷售而成為《土地銷售法》契約。

The first legal task is to map what must exist at land settlement: the registered title and plan, dimensions, access, services, easements, retaining work, fill and contours, estate covenants, approvals and promised incentives. If a separate building contract exists, its completion obligations and defaults must be mapped separately. Marketing language should be converted into enforceable obligations or identified as non-binding.

首項法律工作是列明土地交割時必須存在的成果：註冊產權及圖則、尺寸、通道、服務設施、地役權、擋土工程、填土及等高線、屋苑契諾、批准及承諾優惠。如另有建築契約，其完工義務及違約後果須分開列明。銷售用語應轉化為可執行義務，否則須明確指出其不具約束力。

PRACTICAL CHECKLIST 實務清單

- Identify every contract and the party responsible under each.
- List the exact completion and settlement deliverables.
- Separate inclusions from illustrative marketing.
- Check whether defaults under one contract affect another.

- 確認每份契約及其責任方。
- 列出確切完工及交割交付成果。
- 區分契約包含項目與示意銷售資料。
- 查明一份契約的違約是否影響另一份契約。

PRACTICAL EFFECT 實務效果

Do not begin with the brochure’s product name. Begin with the legal interests and obligations actually being sold.

不要從銷售冊的產品名稱開始；應先確認實際出售的法律權益及義務。

6.5

Developer, land and approval due diligence

開發商、土地與批准盡職調查

A buyer contracts before the final product exists, so counterparty and approval risk deserve greater attention than in an established-property purchase. The file should identify the registered owner, developer, builder, guarantor and sales entity; confirm their contractual roles; and review material development approvals, staging conditions and infrastructure obligations.

買方在最終產品尚未存在時訂約，因此交易對手及批准風險比既有物業購買更重要。檔案應確認註冊業主、開發商、建築商、擔保人及銷售實體，查明各自契約角色，並審閱重要發展批准、分期條件及基礎設施義務。

Searches may reveal mortgages, easements, resumptions, environmental constraints, flood or bushfire exposure, heritage controls and infrastructure charges. Approval does not guarantee commercial completion, and a reputable brand may not be the contracting party. Where financial capacity is material, the buyer should consider what security, guarantees or termination rights exist if the development stalls.

查冊可能顯示抵押、地役權、徵收、環境限制、水浸或山火風險、文物控制及基礎設施費用。取得批准並不保證商業上必然完成，知名品牌亦未必是契約當事人。如財務能力屬重要因素，買方應考慮發展停滯時可依賴的擔保、保證或終止權。

PRACTICAL CHECKLIST 實務清單

- Match the seller’s name to the title and development structure.
- Check builder licensing and contractual responsibility.
- Read approval conditions affecting timing or design.
- Investigate material title and planning constraints.

- 把賣方名稱與產權及發展架構核對。
- 查核建築商牌照及契約責任。
- 審閱影響時間或設計的批准條件。
- 調查重要產權及規劃限制。

PRACTICAL EFFECT 實務效果

However strong the brand, the buyer still needs to identify the entity that actually owes the contractual promise.

品牌實力不能取代確認實際承擔契約承諾的法律實體。

6.6

Disclosure documents and continuing disclosure

披露文件與持續披露

For a Land Sales Act proposed lot, the seller must give the statutory disclosure plan and statement—or an approved survey plan—before contract. The cadastral survey material should be compared with the proposed dimensions, orientation, contours, fill, retaining walls, services, easements, approvals and intended use. Community-title disclosure does not belong in this chapter and is addressed in Chapter 7.

就《土地銷售法》擬議地塊而言，賣方須在訂約前提供法定披露圖則及聲明，或已批准測量圖則。地籍測量資料應與擬議尺寸、方向、等高線、填土、擋土牆、服務設施、地役權、批准及擬議用途比較。社區產權披露不屬本章範圍，於第7章處理。

Disclosure is not frozen at signing. If the disclosure plan was inaccurate or would no longer be accurate, section 13 requires a further statement at least 21 days before settlement. A buyer considering termination must establish material prejudice and comply with the strict notice period. Changes to dimensions, fill, retaining walls, access, easements or services can have substantial use, valuation and construction consequences.

披露不會在簽約時固定不變。如披露圖則原有不準確或其後已不再準確，第13條要求賣方最遲在交割前21日提供進一步聲明。買方考慮終止時，須證明重大不利並遵守嚴格通知期限。尺寸、填土、擋土牆、通道、地役權或服務設施的變更，可對用途、估值及建築產生重大後果。

PRACTICAL CHECKLIST 實務清單

- Keep the signed disclosure package as the comparison baseline.
- Diary every change-notice deadline immediately.
- Assess impact on use, value, finance and resale.
- Obtain legal advice before accepting or terminating.

- 保存簽署時的披露文件作為比較基準。
- 立即記錄每份更改通知的期限。
- 評估對用途、價值、融資及轉售的影響。
- 接受更改或終止契約前取得法律意見。

PRACTICAL EFFECT 實務效果

A change is assessed by legal effect and practical prejudice, not simply by whether the drawing looks similar.

更改須按法律效果及實際不利評估，而不是只看圖則外觀是否相似。

6.7

Deposit protection and finance risk

訂金保障與融資風險

Off-the-plan deposits are generally held in trust until settlement or lawful termination rather than released to fund the development. That protection does not solve valuation or finance risk. A lender may assess the completed property close to settlement, years after the buyer committed, and lend less than the buyer expected.

樓花訂金一般由信託帳戶持有至交割或合法終止，而不是提前撥給開發商作發展資金。此保障並不能消除估值或融資風險。貸款人可能在買方訂約數年後、接近交割時才評估完工物業，並提供低於買方預期的貸款額。

The contract usually requires the buyer to settle regardless of valuation, interest-rate movement, exchange-rate change or loss of finance approval unless an express finance condition applies at the relevant time. Buyers should plan for deposit, duty, legal costs, adjustments, lender fees, fit-out and a valuation shortfall. Foreign buyers must separately confirm FIRB, tax and lending requirements.

除非契約在相關時間設有明確融資條件，否則即使估值下降、利率或匯率變動、融資批准失效，買方通常仍須交割。買方應預算訂金、印花稅、法律費用、交割調整、貸款費、裝修及估值差額。海外買方另須確認FIRB、稅務及貸款要求。

PRACTICAL CHECKLIST 實務清單

- Confirm who holds the deposit and on what terms.
- Obtain finance advice for the expected settlement horizon.
- Maintain a cash buffer for valuation shortfall.
- Do not assume a pre-approval will remain valid.

- 確認訂金由誰持有及其條款。
- 按預期交割時間取得融資意見。
- 為估值差額保留現金緩衝。
- 不可假設預先批准會持續有效。

PRACTICAL EFFECT 實務效果

Deposit protection secures the money already paid. It does not relieve the buyer of the obligation to fund settlement.

訂金安全保障的是已存款項，並不保障買方免除籌措交割資金的義務。

6.8

Sunset dates, delay and seller termination

日落日期、延誤與賣方終止

For a qualifying Land Sales Act contract, a sunset date is an outside date linked to registration, creation of title, settlement or another prescribed event. Since 22 November 2023, Part 2 Division 4A prevents automatic termination and restricts seller termination to the statutory pathways: buyer consent in writing after the required notice, a Supreme Court order, or another prescribed way. The restriction is confined to contracts within the Act.

如契約符合《土地銷售法》適用門檻，日落日期是與圖則註冊、產權成立、交割或其他訂明事件相連的最遲日期。自2023年11月22日起，第2部第4A分部禁止自動終止，並把賣方終止限制於法定途徑：按規定通知後取得買方書面同意、取得最高法院命令，或採用其他訂明方式。該限制只適用於受該法例規管的契約。

Even where seller termination is restricted, delay can still expose the buyer to finance expiry, rent and accommodation costs, market change and uncertainty. The contract should be reviewed for extensions, force-majeure events, buyer termination rights, notice mechanics and the relationship between statutory long-stop provisions and contractual sunset dates.

即使賣方終止權受限制，延誤仍會使買方面對融資失效、租金及住宿成本、市場變動及不確定性。契約須審查延期、不可抗力事件、買方終止權、通知方式，以及法定最長期限與契約日落日期之間的關係。

PRACTICAL CHECKLIST 實務清單

- Identify each date and the event it measures.
- List every contractual extension event.
- Separate buyer and seller termination rights.
- Re-confirm the statutory gateway before relying on the seller-termination restriction.

- 確認每個日期及其所衡量事件。
- 列出所有契約延期事件。
- 區分買方與賣方的終止權。
- 依賴賣方終止限制前，再次確認法定適用門檻。

> **PRACTICAL EFFECT 實務效果**
>
> Do not summarise a sunset clause as “the contract ends on this date.” The legal effect is usually more conditional.
>
> 不可把日落條款簡化為「契約在此日期終止」；其法律效果通常附帶更多條件。

6.9

Variations, inspection and settlement readiness

變更、驗收與交割準備

Land-sale contracts often permit variations to plans, dimensions, services, earthworks, landscaping and staging. The review should distinguish changes required by authorities from discretionary commercial changes and identify every threshold, notice obligation, price adjustment or termination remedy. A broad variation clause does not displace the statutory further-statement regime where the Act applies.

土地銷售契約常准許更改圖則、尺寸、服務設施、土方、園景及分期。審查應區分主管機關要求的更改與賣方酌情商業更改，並確認每項門檻、通知義務、價格調整或終止補救。如法例適用，廣泛修改權條款不會排除法定進一步聲明制度。

Before settlement, the buyer should compare the delivered product with the contract package, inspect for incomplete or defective work, confirm approvals and services, test inclusions, verify title and easements and obtain an updated valuation if required. Defects should be recorded precisely with photographs; the contract determines whether they justify delay, retention, rectification after settlement or no settlement remedy.

交割前，買方應把交付產品與契約文件比較，檢查未完成或有缺陷工程，確認批准及公用設施，測試包含項目，核實產權及地役權，並按需要取得更新估值。缺陷應以照片準確記錄；契約決定其是否支持延期、保留款、交割後整改，或不構成交割補救。

PRACTICAL CHECKLIST 實務清單

- Compare final title and dimensions with the disclosure baseline.

- 把最終產權及尺寸與披露基準比較。

- Arrange an independent building inspection where appropriate.
- Confirm occupancy and statutory approvals.
- Issue defect notices in the required form and time.

- 在適當情況下安排獨立建築驗收。
- 確認佔用及法定批准。
- 按指定形式及期限發出缺陷通知。

PRACTICAL EFFECT 實務效果

A pre-settlement inspection creates evidence; on its own, it creates no right to refuse settlement.

交割前驗收可建立證據，但本身不會自動產生拒絕交割的權利。

6.10

Contract version-control worksheet

契約版本控制工作表

An off-the-plan file can accumulate a reservation form, initial contract, disclosure plan, specifications, colour selections, incentives, side letters and several change notices. The buyer should maintain a version-control register showing the document date, parties, signature status, subject matter and whether the document changes price, dimensions, inclusions, timing or termination rights.

樓花交易檔案可能累積預留表格、首份契約、披露圖則、規格、顏色選擇、優惠、附函及多份更改通知。買方應建立版本控制登記冊，列明文件日期、當事人、簽署狀況、主題，以及文件是否更改價格、尺寸、包含項目、時間或終止權。

The register should distinguish contractual documents from marketing material and identify any inconsistency requiring written clarification. Near settlement, the signed baseline and all valid amendments should be reconciled against the final title, approvals, inspection results and settlement statement. This process reduces the risk that an important promise remains only in an email or an outdated drawing.

登記冊應區分契約文件與銷售資料，並標示任何須以書面澄清的不一致。接近交割時，應把已簽基準文件及所有有效修訂，與最終產權、批准、驗收結果及交割結算表核對。此程序可減少重要承諾只存在於電郵或過時圖則中的風險。

PRACTICAL CHECKLIST 實務清單

- Number and date every received document.
- Mark whether it is signed, binding or illustrative.
- Record each change to price, product or timing.
- Reconcile the complete register before settlement.

- 為每份收到的文件編號及記錄日期。
- 標明文件是否已簽署、具約束力或只供示意。
- 記錄價格、產品或時間的每項更改。
- 交割前核對完整登記冊。

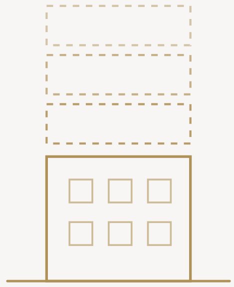
PRACTICAL EFFECT 實務效果

A disciplined document register turns a long transaction history into a reviewable chain of enforceable promises.

有紀律的文件登記冊可把漫長交易歷史轉化為可審查的可執行承諾鏈。

CHAPTER 7 · 第7章

07



Buying Off-the-Plan Body Corporate Property in Queensland

昆士蘭業主法人團體樓花物業購買指南

7.1 Legal gateway: proposed body corporate lot contracts
法律門檻：擬議業主法人單元契約

7.2 BCCM disclosure and the contractual baseline
BCCM披露及契約基準

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7.12 Final strata settlement checklist
分層產權最終交割清單

7.13 Future body corporate data-room index
未來業主法人團體資料室索引

This chapter applies to off-the-plan contracts for proposed lots governed by Queensland body corporate legislation, principally Chapter 5 Part 2 of the BCCM Act for modern community titles schemes. The legal product is wider than the proposed lot: registration makes the buyer a member of the future body corporate and binds the lot to the plan, CMS, by-laws, entitlement schedules and valid scheme contracts.

本章適用於受昆士蘭業主法人法例規管的擬議單元樓花契約；對現代社區產權項目而言，主要制度是BCCM法第5章第2部。法律產品不只包括擬議單元：註冊後，買方成為未來業主法人團體的成員，而該單元受圖則、CMS、管理規約、權益表及有效項目契約約束。

7.1

Legal gateway: proposed body corporate lot contracts

法律門檻：擬議業主法人單元契約

A contract for a proposed community-title lot is not governed by the Land Sales Act merely because it is described as an off-the-plan sale. The Land Sales Act definitions expressly exclude proposed lots to which the BCCM Act, BUGTA or the South Bank Corporation Act applies. The governing body corporate statute and the contract must therefore be identified before the disclosure, settlement or sunset position is stated.

擬議社區產權單元契約，不會僅因被稱為樓花銷售而受《土地銷售法》規管。《土地銷售法》的定義明確排除受BCCM法、BUGTA或《南岸公司法》規管的擬議單元。因此，在說明披露、交割或日落條款立場前，必須先確認適用業主法人法例及契約。

CRITICAL DISTINCTION 關鍵區分

The Land Sales Act seller sunset restriction does not apply to a body corporate off-the-plan contract. Do not import the buyer-consent or Supreme Court-order requirement into Chapter 7.

《土地銷售法》對賣方日落終止的限制不適用於業主法人團體樓花契約。不得把買方同意或最高法院命令的要求套用於本章契約。

7.2

BCCM disclosure and the contractual baseline

BCCM披露及契約基準

For a proposed lot under the BCCM Act, section 213 requires the seller to give a signed and substantially complete disclosure statement before contract. It must identify the lot and settlement date, include the surveyor-prepared disclosure plan, state expected annual contributions and disclose specified proposed body corporate management, service-contractor, letting, asset, CMS, upstream-scheme, building-management-statement and regulation-module information.

就BCCM法下的擬議單元而言，第213條要求賣方在訂約前提供已簽署且大致完整的披露聲明。該聲明須識別單元及交割日期、附上由地籍測量師編製的披露圖則、列明預計年度分攤款，並披露指定的擬議業主法人管理、服務承包商、出租、資產、CMS、上層項目、建築管理聲明及規管模組資料。

Section 214 requires a further statement at least 21 days before settlement where the disclosure was inaccurate or would no longer be accurate. Material prejudice and strict notice periods govern termination. Sections 215 and 216 make the disclosure material part of the contract and permit buyer reliance; section 217 addresses material differences or inaccuracies at establishment or change. These rights require prompt transaction-specific advice.

如原披露不準確或其後已不再準確，第214條要求賣方最遲在交割前21日提供進一步聲明。終止權取決於重大不利及嚴格通知期限。第215及216條使披露資料成為契約內容並容許買方依賴；第217條處理項目成立或變更時的重大差異或不準確。行使該等權利須立即取得針對交易的法律意見。

7.3

Sunset dates and long-stop risk: a separate regime

日落日期及最長期限風險：獨立制度

The BCCM regime does not reproduce the Land Sales Act restriction on seller termination. Seller rights arise from the body corporate contract and applicable legislation, including any automatic-termination, extension, force-majeure or discretionary termination wording. A buyer must therefore review who may terminate, for which event, after what notice and whether the clause operates automatically or by election.

BCCM制度沒有複製《土地銷售法》對賣方終止的限制。賣方權利來自業主法人契約及適用法例，包括任何自動終止、延期、不可抗力或酌情終止條款。因此，買方須審查誰可終止、基於何種事件、須作何種通知，以及條款是自動生效還是須選擇行使。

BCCM Act section 217B separately gives the buyer a termination right if, other than because of buyer default, the seller has not settled before the statutory period. Where the contract states a sunset date, the relevant limit is generally the earlier of that date and 5 ½ years after contract, subject to an agreed later date requested by the buyer; without a stated date, the statutory period is generally 3 ½ years. This is a buyer's long-stop right, not a general prohibition on the seller exercising a contractual clause.

BCCM法第217B條另行賦予買方終止權：如並非因買方違約，而賣方未在法定期限前交割，買方可行使該權利。如契約列有日落日期，相關期限一般為該日期與訂約後五年半兩者中較早者，但買方要求並獲同意的較後日期除外；如沒有列明日期，法定期限一般為三年半。這是買方的最長期限權利，並非一般禁止賣方行使契約條款。

CONTRACT ISSUE 契約事項	BODY CORPORATE PATHWAY 業主法人途徑	REVIEW RESPONSE 審查回應
Pre-contract disclosure 簽約前披露	BCCM Act s 213 and applicable special-regime requirements. / BCCM法第213條及適用特別制度要求。	Confirm timing, signature, completeness and all attachments. / 確認時間、簽署、完整性及全部附件。
Later change 其後變更	BCCM Act ss 214–217; material prejudice and strict notices. / BCCM法第214至217條；重大不利及嚴格通知。	Compare every further statement against the signed baseline immediately. / 立即把每份進一步聲明與已簽基準比較。
Sunset or delay 日落或延誤	Contract plus BCCM Act s 217B; Land Sales Act seller restriction excluded. / 契約加BCCM法第217B條；排除《土地銷售法》賣方限制。	Map buyer and seller rights separately, including extensions and automatic effects. / 分開列明買賣雙方權利，包括延期及自動效果。

7.4

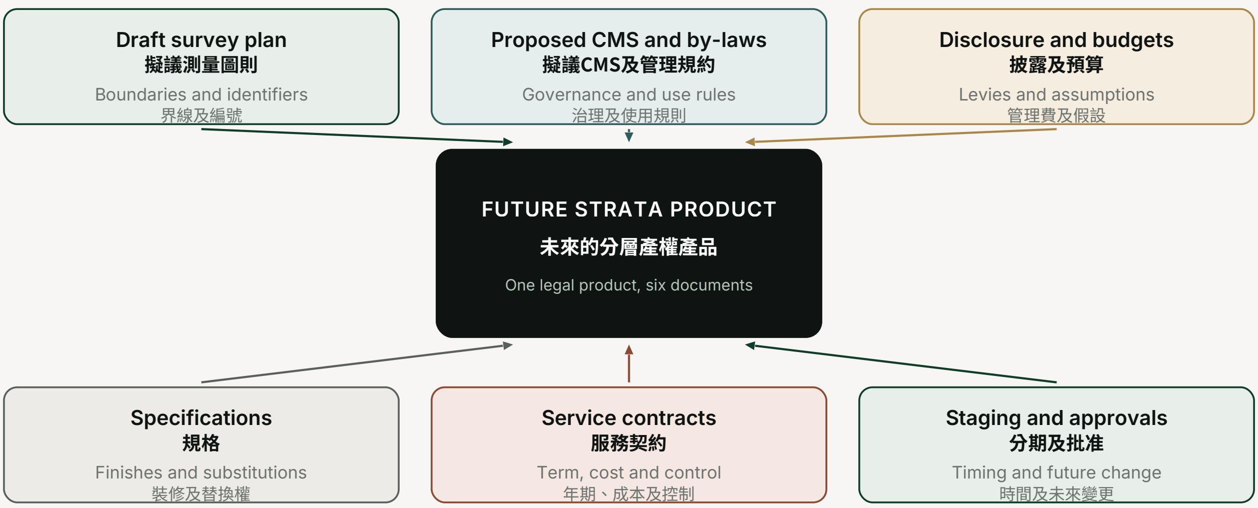
Documents to examine

應審閱文件

- Draft survey plan: lot boundaries, balconies, car spaces, storage, services and plan format.
- Proposed CMS: regulation module, by-laws, contribution schedule and interest schedule.
- Disclosure statement and proposed budgets: levies, insurance, utilities and sinking-fund assumptions.
- Schedule of finishes, plans and developer variation clauses.
- Proposed body corporate management, caretaking, letting, embedded-network and utility contracts.
- Staging and layered-scheme documents, including future development rights.

- 擬稿測量圖則：單元界線、露台、車位、儲物空間、公用設施及圖則格式。
- 擬稿CMS：規管模組、管理規約、分擔額權益表及利益權益表。
- 披露聲明及擬定預算：管理費、保險、公用費用及儲備基金假設。
- 用料表、圖則及開發商修改權條款。
- 擬議的業主法人管理、管理維護、出租、內嵌網絡及公用服務契約。
- 分期及分層級項目文件，包括未來發展權。

FIG 13 **The future strata product as a document system** ／未來分層產權產品的文件系統



Cross-check for consistency, missing documents and reserved amendment powers.
交叉核對一致性、欠缺文件及保留的修改權。

7.5

Financial stress tests

財務壓力測試

A low first-year levy is not proof of low long-term ownership cost. Test the budget against lift maintenance, pool and gym operation, fire systems, façade access, insurance, concierge or security, embedded networks and future capital replacement. Check whether the sinking-fund forecast begins conservatively or merely postpones contributions.

首年管理費低，並不證明長期持有成本低。應以升降機維修、泳池及健身室運作、消防系統、外牆工程、保險、禮賓或保安、內嵌網絡及未來資本更換作壓力測試。亦應查明儲備基金預測是否審慎起步，還是把供款延後。

7.6

Inspection and settlement

驗樓與交割

01

Compare the registered plan and final CMS with the contract versions.

把註冊圖則及最終CMS與契約版本比較。

02

Measure and inspect the lot, car park and storage; record defects in writing with photographs.

量度及檢查單元、車位與儲物空間；以書面及照片記錄缺陷。

03

Confirm occupancy approvals, utilities, keys, access devices, appliance warranties and manuals.

確認入伙批准、公用服務、鑰匙、門禁裝置、電器保養及手冊。

04

Review any further disclosure or change notice immediately; termination rights are time-sensitive.

立即審閱任何進一步披露或變更通知；終止權受嚴格時限約束。

05

Arrange contents and landlord cover as relevant; do not assume body corporate insurance covers internal contents or loss of rent.

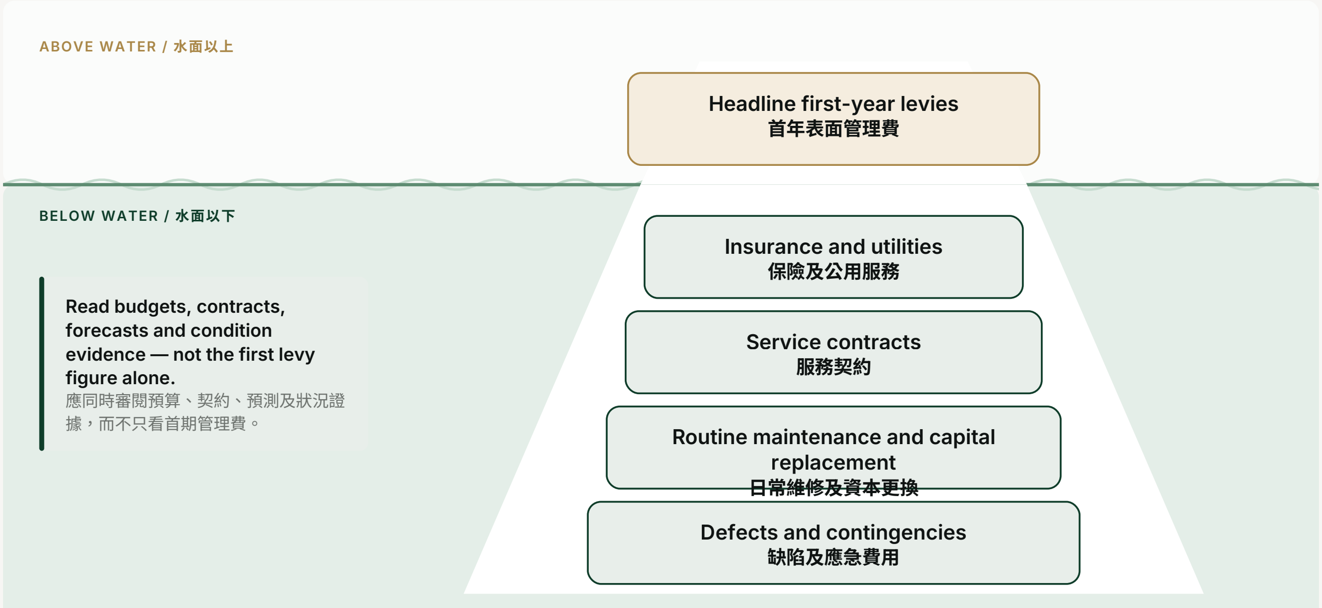
按需要安排家居財物或業主保險；不要假設業主法人團體保險涵蓋室內財物或租金損失。

RED FLAGS 警示訊號

Unusually low levies; very long caretaking agreements; broad developer variation powers; unclear car-park or storage title; extensive exclusive-use areas; related-party utility contracts; missing sinking-fund forecast; or promised facilities deferred to a later stage.

管理費異常偏低；管理維護契約年期過長；開發商變更權過廣；車位或儲物空間產權不清；大量專用使用區域；關聯方公用服務契約；欠缺儲備基金預測；或承諾設施延至後期才興建。

FIG 14 The strata cost iceberg ／ 分層產權成本冰山



7.7

Read the future title package as one system

把未來產權文件視為一套系統

An off-the-plan strata buyer should read the draft survey plan, proposed CMS, disclosure statement, contract, specifications and staging documents together. Each answers a different question: ownership boundaries, governance, levies, use rules, developer rights and the promised physical product. Inconsistency between them is itself a risk requiring clarification.

樓花分層產權買方應一併審閱擬議測量圖則、擬議CMS、披露聲明、契約、規格及分期文件。各文件分別回答所有權界線、治理、管理費、使用規則、開發商權利及承諾實體產品等問題；文件之間如有不一致，本身即屬須澄清的風險。

The plan format affects maintenance and insurance. The CMS identifies the module, entitlements, by-laws and future development. Disclosure material estimates levies and contracts. Specifications describe finishes but may reserve substitution rights. The legal review should produce a single schedule of material assumptions and show which document supports each assumption.

圖則格式影響維修及保險；CMS載明規管模組、權益、管理規約及未來發展；披露資料估算管理費及契約；規格描述裝修，但可能保留替換權。法律審查應製作單一重要假設表，指出每項假設由哪份文件支持。

PRACTICAL CHECKLIST 實務清單

- Cross-check lot, car park and storage identifiers.
- Compare all stated areas and boundaries.
- Reconcile proposed levies with the disclosed budget.
- List every reserved developer amendment power.

- 交叉核對單元、車位及儲物空間編號。
- 比較所有列明面積及界線。
- 把擬議管理費與披露預算核對。
- 列出開發商保留的所有修改權。

PRACTICAL EFFECT 實務效果

No single document gives the full strata product. The legal product is the combined effect of all registered and contractual instruments.

沒有任何單一文件可完整描述分層產權產品；其法律內容是所有註冊及契約文件的綜合效果。

7.8

Forecast levies and financial stress testing

預測管理費與財務壓力測試

The first-year budget is an estimate prepared before the body corporate has a full operating history. It may rely on developer assumptions about utilities, staffing, insurance, cleaning, landscaping, lift maintenance, pools, concierge services and embedded networks. Introductory levies can be commercially attractive yet insufficient for steady-state costs.

首年預算是在業主法人團體尚無完整營運紀錄前編製的估算，可能依賴開發商對公用費、員工、保險、清潔、園景、升降機維修、泳池、禮賓服務及內嵌網絡的假設。初期管理費可在銷售上具吸引力，但未必足以支付穩定營運成本。

A buyer should build a normalised budget and test increases in insurance, energy, wages, major-service contracts and capital replacement. The sinking-fund forecast should begin with credible asset lives and replacement costs. In a staged scheme, early owners may fund facilities before all lots contribute, or later stages may alter cost-sharing and service demand.

買方應建立正常化預算，測試保險、能源、工資、主要服務契約及資本更換成本上升的影響。儲備基金預測應以可信的資產壽命及更換成本為基礎。在分期項目中，早期業主可能在所有單元尚未分攤前先負擔設施，或後期分期改變成本分配及服務需求。

PRACTICAL CHECKLIST 實務清單

- Model a mature-year operating budget.
- Stress-test insurance and utilities.
- Review capital items omitted from the initial forecast.
- Check developer contribution and staging assumptions.

- 建立成熟年度營運預算模型。
- 對保險及公用費進行壓力測試。
- 審閱初期預測遺漏的資本項目。
- 查核開發商分攤及分期假設。

PRACTICAL EFFECT 實務效果

The relevant question is not whether the first levy is affordable, but whether the scheme's service model is sustainably funded.

關鍵問題不是首期管理費是否可負擔，而是項目的服務模式能否持續獲得資金支持。

7.9

Long-term contracts and embedded services

長期契約與內嵌服務

New schemes may commence with body corporate management, caretaking, letting, lift, fire, security, cleaning, waste, utility, telecommunications and embedded-network arrangements negotiated before owners control the body corporate. These contracts can determine service quality and levies long after settlement.

新項目可能在業主取得業主法人團體控制權前，已訂立業主法人管理、管理維護、出租、升降機、消防、保安、清潔、廢物、公用設施、電訊及內嵌網絡安排。這些契約可在交割後多年持續影響服務質素及管理費。

The due-diligence review should identify terms, options, price escalation, performance standards, exclusivity, assignment, termination, conflict disclosure and whether the original owner complied with statutory controls. A service may be necessary but still overpriced or inflexible. The first committee should preserve handover documents and diary all review and termination windows.

盡職調查應確認年期、續期權、價格調整、服務標準、獨家性、轉讓、終止、利益衝突披露，以及原始業主是否遵守法定限制。服務可能屬必要，但仍可定價過高或欠缺彈性。首屆委員會應保存交接文件，並記錄所有檢討及終止期限。

PRACTICAL CHECKLIST 實務清單

- Prepare a contract register with annual cost.
- Identify related parties and commissions.
- Compare terms and options with statutory limits.
- Record performance data from commencement.

- 製作契約登記冊並列明年度成本。
- 確認關聯方及佣金。
- 把年期及續期權與法定上限比較。
- 自開始服務起記錄履約資料。

PRACTICAL EFFECT 實務效果

The purchase price buys a lot; the disclosed contracts help determine the continuing cost of owning it.

購買價取得的是單元，而披露契約則協助決定其持續持有成本。

7.10

Layered and staged developments

分層級與分期發展

A layered scheme places one community titles scheme within another. The subsidiary scheme's body corporate becomes a member of the principal scheme and participates for its owners. Staging can add future lots, schemes, common property and facilities. These structures allocate infrastructure efficiently but make governance and cost tracing more complex.

分層級項目把一個社區產權項目置於另一計劃之內。附屬項目的業主法人團體成為主要項目的成員，代表其業主參與。分期發展可增加未來單元、項目、共有財產及設施。此等架構可有效分配基礎設施，但令治理及成本追蹤更複雜。

The proposed CMS should reveal development rights and anticipated changes, but the buyer must test who controls timing, what can change, how entitlements may be adjusted and who funds facilities before completion. Construction access, noise and temporary arrangements may continue after occupation. A final completed master plan shown in marketing may be delivered over many years or altered within contractual powers.

擬議CMS應披露發展權及預期更改，但買方須查核由誰控制時間、可更改甚麼、權益如何調整，以及完工前設施由誰出資。入住後仍可能持續有施工通道、噪音及臨時安排。銷售資料展示的最終總體規劃可能多年後才完成，亦可能在契約權力範圍內更改。

PRACTICAL CHECKLIST 實務清單

- Draw the present and future scheme hierarchy.
- Identify facilities shared with later stages.
- Review development easements and construction rights.
- Model levies before and after full development.

- 繪製現時及未來項目層級圖。
- 確認與後期分期共用的設施。
- 審閱發展地役權及施工權。
- 模擬全面發展前後的管理費。

PRACTICAL EFFECT 實務效果

Buy the scheme that the legal documents permit, not only the completed vision shown in promotional material.

應按法律文件准許的項目購買，而不只依賴宣傳資料所示的完成願景。

7.11

Defects, warranties and the body corporate

缺陷、保養與業主法人團體

Defects may affect an individual lot, common property, shared utility infrastructure or several categories at once. The buyer should document defects at inspection and understand the contract process, statutory warranty position and the body corporate's standing in relation to common-property work. Early records are essential because access, causation and responsibility become harder to prove over time.

缺陷可能影響個別單元、共有財產、共用公用設施，或同時涉及多個類別。買方應在驗收時記錄缺陷，並了解契約程序、法定保養地位及業主法人團體就共有財產工程的訴權。早期紀錄十分重要，因為隨時間推移，進場、因果及責任更難證明。

The first body corporate should obtain as-built drawings, approvals, warranties, fire and lift records, commissioning reports, maintenance manuals, contracts and defect correspondence. It should establish a defect register, obtain expert advice for systemic issues and avoid allowing short contractual or statutory time limits to expire while responsibility is debated.

首屆業主法人團體應取得竣工圖、批准、保養文件、消防及升降機紀錄、調試報告、維修手冊、契約及缺陷往來文件；建立缺陷登記冊；就系統性問題取得專家意見；並避免在爭論責任期間讓短期契約或法定期限屆滿。

PRACTICAL CHECKLIST 實務清單

- Separate lot defects from common-property defects.

- 區分單元缺陷與共有財產缺陷。

- Record dates, locations, photographs and prior notifications.
- Obtain expert causation and scope advice.
- Diary contractual and statutory deadlines.

- 記錄日期、位置、照片及先前通知。
- 取得專家因果及工程範圍意見。
- 記錄契約及法定期限。

PRACTICAL EFFECT 實務效果

A defect list is evidence, not a diagnosis. Systemic issues require coordinated technical and legal analysis.

缺陷清單只是證據而非診斷；系統性問題需要技術與法律協調分析。

7.12

Final strata settlement checklist

分層產權最終交割清單

Near settlement, the buyer should receive and compare the registered plan and CMS, body corporate certificate and updated disclosures against the contract versions. Lot, car park, storage, exclusive-use areas, entitlements, modules, by-laws and developer rights should be checked line by line. Changes that affect value or use require immediate legal assessment.

接近交割時，買方應取得註冊圖則、CMS、業主法人團體證明及更新披露，並與契約版本比較。單元、車位、儲物空間、專用使用區、權益、規管模組、管理規約及開發商權利均應逐項核對。任何影響價值或用途的更改均須立即取得法律評估。

The physical inspection should test dimensions, finishes, appliances, utilities, access, water drainage and obvious defects. The settlement file should also confirm finance, insurance, duty, ownership structure, FIRB if relevant, contact details for the body corporate, levy adjustments and the procedure for post-settlement defects. Written reservations must follow the contract rather than informal discussion with sales staff.

實體驗收應測試尺寸、裝修、電器、公用設施、通道、排水及明顯缺陷。交割檔案亦須確認融資、保險、印花稅、持有架構、如適用的FIRB、業主法人團體聯絡資料、管理費調整及交割後缺陷程序。任何書面保留必須依契約提出，不可只與銷售人員非正式討論。

PRACTICAL CHECKLIST 實務清單

- Compare final registered documents.
- Complete technical inspection and evidence pack.
- Verify all settlement funds and adjustments.
- Calendar post-settlement notice and warranty periods.

- 比較最終註冊文件。
- 完成技術驗收及證據包。
- 核實所有交割資金及調整。
- 記錄交割後通知及保養期限。

PRACTICAL EFFECT 實務效果

Settlement readiness requires legal, financial and technical workstreams to converge on the same final product.

交割準備要求法律、財務及技術工作線共同確認同一最終產品。

7.13

Future body corporate data-room index

未來業主法人團體資料室索引

A proposed scheme should be reviewed through a structured data-room index rather than a loose collection of attachments. Core folders should cover title and plans, the proposed CMS and by-laws, budgets and forecasts, insurance assumptions, service contracts, approvals, warranties, staging documents, utilities, embedded networks and original-owner disclosures.

擬建項目應透過有結構的資料室索引審查，而不是依賴零散附件。核心資料夾應涵蓋產權及圖則、擬議CMS及管理規約、預算及預測、保險假設、服務契約、批准、保養文件、分期文件、公用設施、內嵌網絡及原始業主披露。

Each item should identify its date, status, responsible party and relationship to the contract. Missing documents should be listed explicitly, because absence may be as important as adverse content. The final pre-settlement review should replace drafts with registered or executed versions and preserve both versions so that changes can be traced after the first body corporate meeting.

每項文件應列明日期、狀況、責任方及與契約的關係。欠缺文件須明確列出，因為資料不存在可能與不利內容同樣重要。最終交割前審查應以註冊或已簽版本取代擬稿，並同時保存新舊版本，以便在首屆業主法人團體會議後追查更改。

PRACTICAL CHECKLIST 實務清單

- Use a numbered index with owner and status fields.
- List requested but missing documents.
- Link each material assumption to its source.
- Archive draft and final versions separately.

- 使用附文件負責人及狀況欄的編號索引。
- 列出已要求但仍欠缺的文件。
- 把每項重要假設連結至其資料來源。
- 分開保存擬稿及最終版本。

PRACTICAL EFFECT 實務效果

A complete data room supports the buyer before settlement and becomes the first governance archive after registration.

完整資料室在交割前支援買方，並在註冊後成為首份治理檔案。

CHAPTER 8 · 第8章

08

Buyers' Agents: Selection and Due Diligence

買方代理人的選擇及盡職調查

8.1 Minimum checks
最低限度查核

8.2 What a good scope looks like
良好服務範圍

8.3 Interview questions
面談問題

8.4 Licensing and the written appointment
牌照與書面委任

8.5 Designing a useful scope of work
設計實用服務範圍

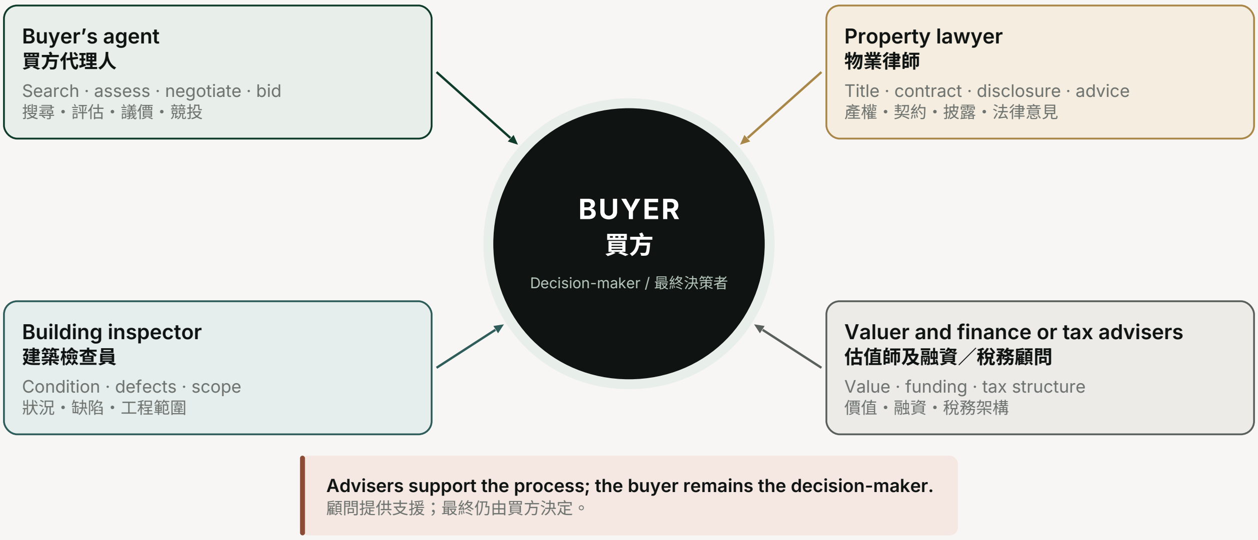
8.6 Fees, commissions and conflicts
費用、佣金與利益衝突

8.7 Interview, evidence and exit
面談、證據與退出機制

A buyer's agent acts under a written appointment and within the authority, services and remuneration stated in it. The label does not enlarge the legal role. Searching, market assessment, negotiation and bidding may fall within the engagement; legal advice, building inspection, surveying, valuation, tax and finance do not become the agent's functions merely because they are relevant to the purchase. A sound appointment identifies each boundary.

買方代理人依書面委任，在其中列明的權限、服務及報酬範圍內行事；名稱本身不會擴張其法律角色。搜尋、市場評估、議價及競投可屬委任範圍；但法律意見、驗樓、測量、估值、稅務及融資不會僅因與交易有關而成為代理人的職能。完善的委任文件會逐一界定這些分界。

FIG 15 **Buyer's agent role boundaries** ／買方代理人的角色界線



8.1

Minimum checks

最低限度查核

- Verify the individual and agency licence on the Queensland public register.
- Use the prescribed residential appointment form 6 (or commercial form 6A) and read exclusivity, term, fees and termination provisions.
- Ask who pays the agent and require disclosure of referral fees, developer commissions, rebates and related businesses.
- Confirm professional indemnity insurance and a written complaints process.
- Check direct experience with the target suburb, property type and body corporate regime.

- 在昆士蘭公共登記冊核實個人及代理公司牌照。
- 使用規定的住宅委任表格6（或商業表格6A），並審閱獨家權、年期、費用及終止條款。
- 詢問誰支付代理人費用，並要求披露轉介費、開發商佣金、回扣及關聯業務。
- 確認專業彌償保險及書面投訴程序。
- 核實其對目標地區、物業類型及業主法人團體制度的直接經驗。

8.2

What a good scope looks like

良好服務範圍

SERVICE 服務	EVIDENCE EXPECTED 應有證據	LIMIT TO CONFIRM 須確認的限制
Search and shortlist 搜尋及篩選	Written brief, comparable sales, ownership-cost assumptions. 書面要求、可比成交、持有成本假設。	On-market only or off-market access; geographic limits. 只限公開市場或包括非公開盤源；地域限制。
Property assessment 物業評估	Inspection notes, risks, body corporate red flags and resale factors. 視察紀錄、風險、業主法人團體警示及轉售因素。	Not a legal, structural or valuation report. 並非法律、結構或估值報告。
Negotiation 議價	Documented strategy, authority limit and contract-condition instructions. 有紀錄的策略、授權上限及契約條件指示。	Agents must not pressure the buyer to waive legal or finance protections. 代理人不得施壓要求放棄法律或融資保障。
Auction bidding 拍賣競投	Written maximum and bidding authority. 書面最高價及競投授權。	Auction contracts generally have no cooling-off period. 拍賣契約一般沒有冷靜期。

8.3

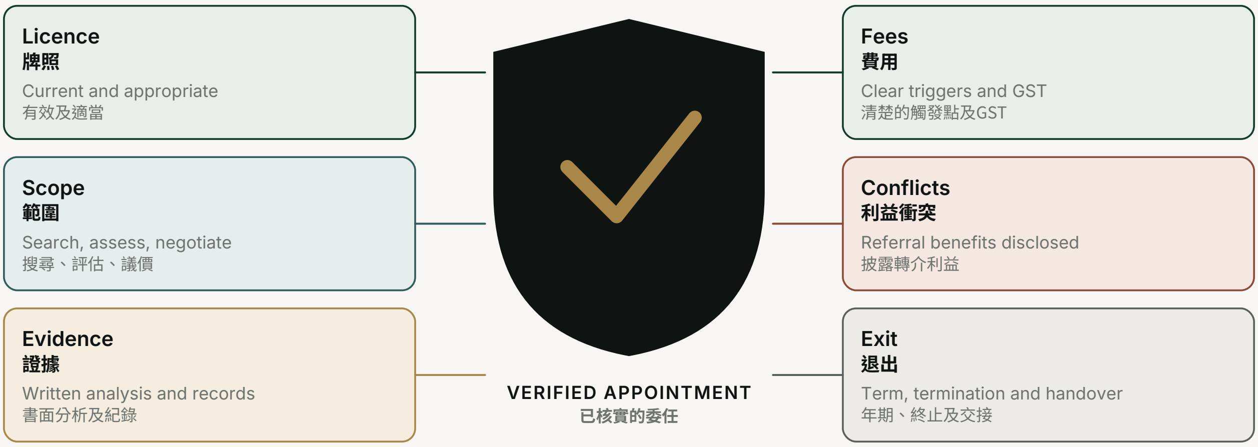
Interview questions

面談問題

- How many recent purchases have you completed in this exact market and property type?
- Do you or an associate receive money or benefits from sellers, developers, mortgage brokers, conveyancers or property managers?
- Will you review body corporate records, or only identify that a specialist search is required?
- What happens if I find the property myself, cancel, or buy after the appointment ends?
- How is your recommended price supported, and who verifies rental or growth assumptions?

- 你最近在這個市場及物業類型完成多少宗買方交易？
- 你或關聯人士是否從賣方、開發商、按揭經紀、產權轉讓律師或物業管理人收取金錢或利益？
- 你會審閱業主法人團體紀錄，還是只提示需要專業查冊？
- 如我自行找到物業、取消委任，或在委任期結束後購買，會有何後果？
- 建議價格有何依據？誰核實租金或升值假設？

FIG 16 **Buyer's agent appointment shield** ／ 買方代理人委任保障



8.4

Licensing and the written appointment

牌照與書面委任

A Queensland buyer's agent is a licensed real estate agent appointed to act for the buyer. The engagement should use the prescribed appointment form and clearly identify services, fees, expenses, term, exclusivity and termination. Licensing confirms that a provider is regulated, not that the provider is expert in every market or property type.

昆士蘭買方代理人是由買方委任的持牌地產代理。委任應採用指定表格，並清楚列明服務、費用、開支、年期、獨家性及終止。牌照只證明其受規管身份，並不證明其在每個市場或物業類型均具專業能力。

Before signing, the buyer should check the public licence record, the contracting entity, professional indemnity insurance and the person who will actually perform the work. An agency may promote a senior adviser while delegating research and inspections to junior staff. The appointment should state the expected deliverables and the standard for reporting conflicts or referral benefits.

簽署前，買方應查核公開牌照紀錄、契約實體、專業彌償保險及實際執行工作的人員。代理公司可能以資深顧問推廣服務，卻把研究及驗樓交由初級人員處理。委任文件應列明預期交付成果，以及披露利益衝突或轉介利益的標準。

PRACTICAL CHECKLIST 實務清單

- Search the individual and agency licences.
- Name the responsible adviser in the scope.
- Read exclusivity and post-termination fee clauses.
- Require written disclosure of referral benefits.

- 查核個人及代理公司牌照。
- 在服務範圍中列明負責顧問。
- 審閱獨家及終止後收費條款。
- 要求書面披露轉介利益。

PRACTICAL EFFECT 實務效果

A valid licence is the price of entry, not the whole of the selection test.

有效牌照只是最低入場要求，而不是完整選擇標準。

8.5

Designing a useful scope of work

設計實用服務範圍

The scope should reflect what the buyer cannot efficiently do alone. It may include strategy, suburb and building research, off-market sourcing, inspections, comparable sales, rental evidence, ownership-cost analysis, negotiation, auction bidding and coordination of legal, building, valuation and body corporate specialists.

服務範圍應針對買方無法有效自行完成的工作，可包括策略、地區及大廈研究、非公開盤源搜尋、視察、可比成交、租金證據、持有成本分析、談判、拍賣競投，以及協調法律、建築、估值及業主法人團體專家。

The engagement should distinguish information gathering from professional opinions. A buyer's agent can identify a possible structural or body corporate red flag but should not present legal, engineering, tax or valuation conclusions without the relevant qualification. The written report should record evidence, assumptions, limitations and unresolved issues before an offer is made.

委任應區分資料搜集與專業意見。買方代理人可指出潛在結構或業主法人團體警示，但如無相關資格，不應提供法律、工程、稅務或估值結論。書面報告應在出價前記錄證據、假設、限制及未解決事項。

PRACTICAL CHECKLIST 實務清單

- Specify target location, asset type, budget and time horizon.
- Require a written shortlist rationale.
- Allocate responsibility for specialist reports.
- Define the approval required before bidding or signing.

- 列明目標地區、資產類型、預算及持有期。
- 要求提供書面入圍理由。
- 分配專家報告責任。
- 界定競投或簽約前所需買方批准。

PRACTICAL EFFECT 實務效果

A strong scope controls the process; it does not promise a particular investment return.

良好服務範圍控制的是程序，而不是承諾特定投資回報。

8.6

Fees, commissions and conflicts

費用、佣金與利益衝突

Buyer's-agent fees may be fixed, tiered, retainer-based or linked to the purchase price. A percentage fee can rise when the buyer pays more; a fixed fee may reduce that tension but does not guarantee effort or quality. The buyer should understand when the fee is earned, whether GST and expenses are additional and what happens if no property is purchased.

買方代理費可採固定、分級、聘用費或與購買價掛鉤的模式。百分比費用會隨買方支付更高價格而增加；固定費用可減少此張力，但不保證工作量或質素。買方應了解費用何時產生、GST及開支是否另計，以及最終沒有購買物業時如何處理。

Conflicts can arise from developer stock, selling-agent relationships, mortgage-broker or conveyancer referrals, property-management appointments, renovation work and rebates. The buyer should ask whether the agent receives any benefit from any person connected with the recommended property. Disclosure allows assessment; it does not automatically neutralise the conflict.

利益衝突可源自開發商貨源、賣方代理關係、按揭經紀或產權律師轉介、物業管理委任、裝修工程及回扣。買方應詢問代理人是否從與獲推薦物業相關的任何人士取得利益。披露使買方可評估衝突，但不會自動消除衝突。

PRACTICAL CHECKLIST 實務清單

- Calculate the total fee under several purchase prices.
- Ask what events trigger payment.
- Require disclosure of commissions and related businesses.
- Check whether the agent can act for both sides.

- 按不同購買價計算總費用。
- 詢問哪些事件觸發付款。
- 要求披露佣金及關聯業務。
- 查明代理人是否可同時代表雙方。

> PRACTICAL EFFECT 實務效果
>
> Independence is a structure created by the appointment and remuneration model, not a marketing adjective.
>
> 獨立性是由委任及報酬模式建立的結構，而不是銷售形容詞。

8.7

Interview, evidence and exit

面談、證據與退出機制

Selection should test recent experience in the exact market, price range, property type and body corporate structure. The buyer should ask for examples of rejected properties and the reasons for rejection, not only successful purchases. A disciplined adviser adds value by preventing a poor acquisition as well as by sourcing an attractive one.

選擇代理人時，應測試其在相同市場、價格範圍、物業類型及業主法人團體架構的近期經驗。買方應要求提供曾被否決物業及其否決理由，而不只是成功購買案例。嚴謹顧問的價值不只在尋找合適物業，亦在避免不良收購。

The appointment should require document retention, written instructions for bids, confirmation of price limits and a complaints process. Termination should address active negotiations, confidential information, continuing fee claims and return of documents. If performance is unsatisfactory, the buyer should give clear written notice rather than relying on informal dissatisfaction.

委任應要求保存文件、競投須有書面指示、確認價格上限及設立投訴程序。終止條款應處理正在進行的談判、保密資料、持續收費申索及文件歸還。如表現不滿意，買方應發出清楚書面通知，而不只作非正式抱怨。

PRACTICAL CHECKLIST 實務清單

- Ask for a sample property assessment report.
- Test knowledge of strata records and levy risk.

- 要求提供物業評估報告樣本。
- 測試其對分層產權紀錄及管理費風險的認識。

- Require written authority before every binding step.
- Read the complaints and termination pathway.

- 每項具約束力步驟前要求書面授權。
- 審閱投訴及終止途徑。

PRACTICAL EFFECT 實務效果

The buyer remains the decision-maker. Delegating research does not delegate responsibility for the final risk choice.

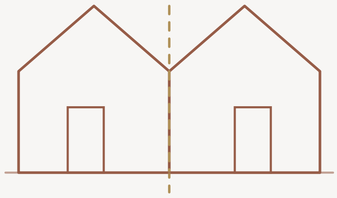
買方仍是最終決策者；委託研究不等於把最終風險選擇責任轉移。

CHAPTER 9 · 第9章

09

Duplexes and Two-lot Schemes

雙拼住宅及兩單元項目



9.1 Common structures
常見架構

9.2 Specified Two-lot Schemes Module
指定兩單元項目規管模組

9.3 The deadlock problem
僵局問題

9.4 A duplex is a building form, not a title answer
雙拼住宅是建築形式，不是產權答案

9.5 Specified Two-lot Schemes Module in practice
指定兩單元項目模組的實際運作

9.6 Party walls, drainage, access and insurance
共用牆、排水、通道與保險

9.7 Deadlock, sale and future-proofing
僵局、出售與長遠規劃

"Duplex" is a description of building form; it is not an answer to a title question. Two attached dwellings may stand on one title, two ordinary freehold titles or two lots in a community titles scheme. Each structure produces different rules for ownership, access, maintenance, insurance and decision-making. The title and plan must therefore be examined before any body corporate conclusion is drawn.

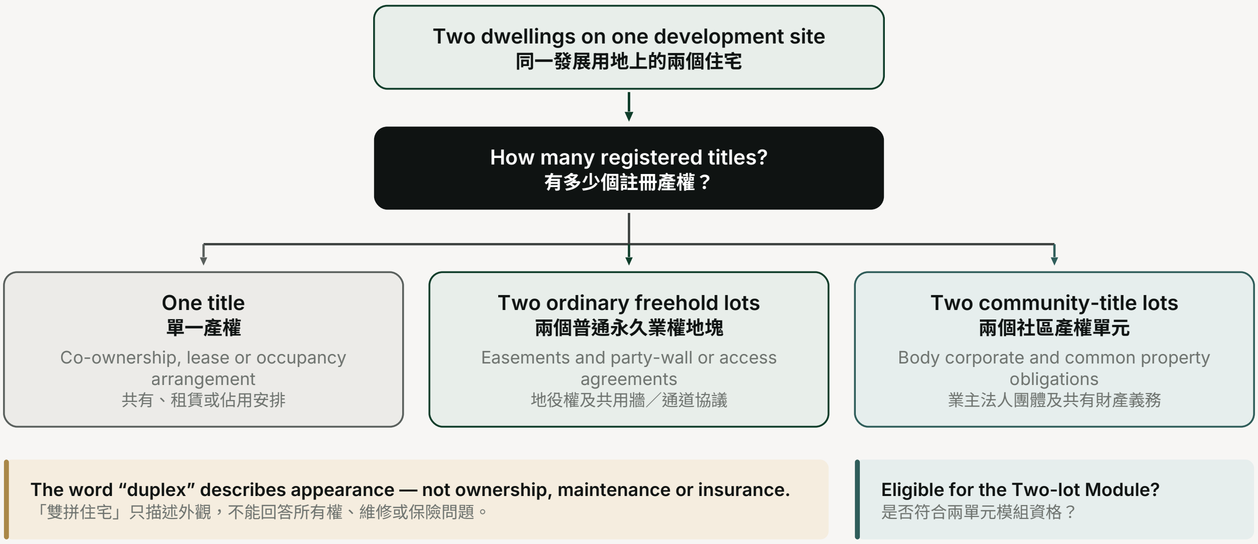
「雙拼住宅」是建築形式的描述，並不是產權問題的答案。兩個相連住宅可位於一張產權、兩張普通永久業權產權，或社區產權項目中的兩個單元之上。每一種架構均產生不同的所有權、通道、維修、保險及決策規則。因此，在判斷任何業主法人團體問題前，必須先查閱產權及圖則。

9.1

Common structures

常見架構

FIG 17 **Diagnosing a duplex or two-lot structure** ／識別雙拼住宅或兩單元架構



9.2

Specified Two-lot Schemes Module

指定兩單元項目規管模組

Eligible residential two-lot schemes can adopt the Specified Two-lot Schemes Module through their CMS. It simplifies meetings, financial management and by-law enforcement. Decisions can generally be made by a written lot-owner agreement. The owners may agree how expenses are funded, but statutory duties—such as maintaining common property and arranging required insurance—remain.

合資格住宅兩單元項目可透過CMS採用指定兩單元項目規管模組。該模組簡化會議、財務管理及管理規約執法。決定一般可透過書面單元業主協議作出。兩名業主可協定如何支付支出，但維修共有財產及安排法定保險等義務仍然存在。

The module is not available merely because a scheme has two lots. It is designed for qualifying residential schemes that are not part of a layered arrangement and do not have an authorised letting agent. The CMS must identify it as the applicable module.

項目只有兩個單元，並不表示自動適用該模組。其對象為符合資格的住宅項目，且不得屬分層級安排或設有獲授權出租代理人。CMS亦須指定該模組為適用模組。

9.3

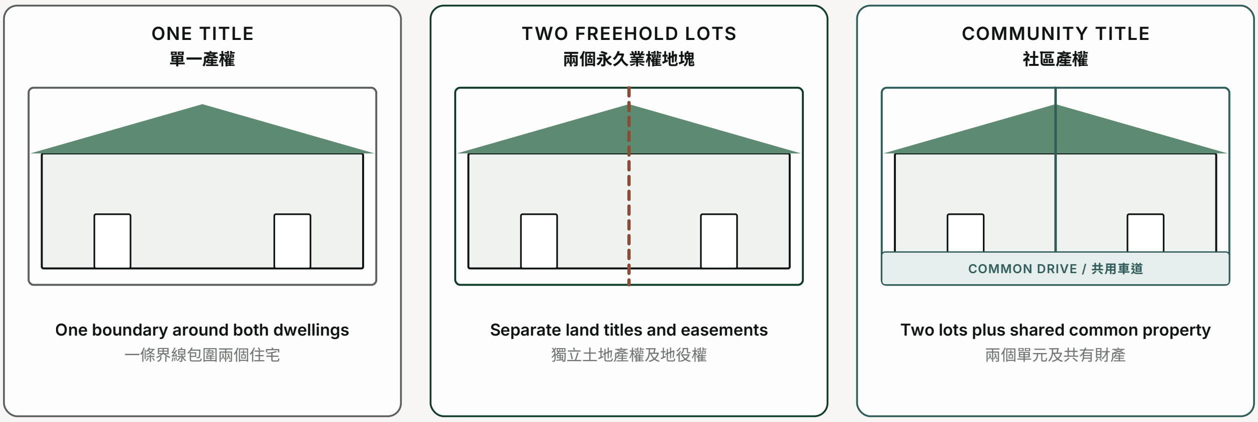
The deadlock problem

僵局問題

With only two owners, disagreement can stop repairs, insurance decisions or expenditure. Before buying, examine whether the CMS, easements and practical arrangements clearly allocate roof, wall, driveway, fence, drainage and utility responsibilities. Informal understandings with the neighbour are not a substitute for enforceable documents.

只有兩名業主時，分歧可令維修、保險決策或支出停頓。購買前應查明CMS、地役權及實務安排有否清楚分配屋頂、牆壁、車道、圍欄、排水及公用設施責任。與鄰居的非正式共識不能取代可執行文件。

FIG 18 **Same façade, three title outcomes** ／相同外觀，三種產權結果



Appearance never determines ownership, insurance or maintenance responsibility.
外觀不能決定所有權、保險或維修責任。

9.4

A duplex is a building form, not a title answer

雙拼住宅是建築形式，不是產權答案

Two attached dwellings may stand on one title, two ordinary freehold titles or two community-title lots. Each structure creates different rules for sale, finance, insurance, access and shared work. The word “duplex” therefore answers what the development looks like, not what the buyer legally owns.

兩個相連住宅可能位於單一產權、兩個普通永久業權地塊，或兩個社區產權單元之上。每種架構對出售、融資、保險、通道及共同工程產生不同規則。因此，「雙拼住宅」只描述發展外觀，不能回答買方在法律上擁有甚麼。

One-title duplexes may operate through co-ownership or leasing arrangements. Two freehold lots often rely on easements and party-wall agreements rather than a body corporate. Two community-title lots create a statutory body corporate and common-property obligations. Planning approval and building classification do not themselves determine the registered ownership structure.

單一產權雙拼住宅可透過共有或租賃安排運作；兩個永久業權地塊往往依賴地役權及共用牆協議，而非業主法人團體；兩個社區產權單元則建立法定業主法人團體及共有財產義務。規劃批准及建築分類本身不決定註冊所有權架構。

PRACTICAL CHECKLIST 實務清單

- Obtain title, survey plan and development approval.
- Identify every shared physical element.
- Locate the document allocating maintenance.
- Confirm finance and insurance for the actual title.

- 取得產權、測量圖則及發展批准。
- 確認所有共用實體構件。
- 找出分配維修責任的文件。
- 就實際產權確認融資及保險。

> **PRACTICAL EFFECT 實務效果**
>
> Never infer the ownership model from the façade, letterbox numbering or separate utility meters.
>
> 不可從外牆、信箱編號或獨立公用錶推斷所有權模式。

9.5

Specified Two-lot Schemes Module in practice

指定兩單元項目模組的實際運作

The Specified Two-lot Schemes Module is available only where the statutory conditions are met: two lots, the required residential character, identification in the CMS, no authorised letting agent and no layered arrangement. It simplifies governance but does not abolish the body corporate or its maintenance and insurance obligations.

只有符合法定條件時才可適用指定兩單元項目模組：項目有兩個單元、具所需住宅性質、CMS指定該模組、沒有獲授權出租代理人，且不屬分層級安排。該模組簡化治理，但不會取消業主法人團體及其維修與保險義務。

Decisions are generally made by written lot-owner agreements signed by both owners, including through compliant electronic communications. The agreement should state the date and what was agreed. This simplicity reduces formal meeting machinery but gives each owner an effective veto, so document quality and a workable relationship become especially important.

決定一般透過由兩名業主簽署的書面單元業主協議作出，亦可採用符合要求的電子通訊。協議應列明日期及具體內容。此簡化制度減少正式會議程序，但令每名業主實際上具有否決權，因此文件質素及可行合作關係尤其重要。

PRACTICAL CHECKLIST 實務清單

- Confirm all eligibility conditions.
- Keep signed written agreements as body corporate records.

- 確認所有資格條件。
- 把已簽書面協議保存為業主法人團體紀錄。

- Define spending, access and work scope precisely.
- Use dispute resolution when agreement is unreasonably withheld.

- 準確界定支出、進場及工程範圍。
- 如同意被不合理拒絕，應使用爭議處理程序。

PRACTICAL EFFECT 實務效果

Simplified procedure increases the importance of complete written agreements; it does not justify informal verbal management.

程序簡化反而提高完整書面協議的重要性，並不支持只靠口頭管理。

9.6

Party walls, drainage, access and insurance

共用牆、排水、通道與保險

The most expensive two-lot disputes often concern physical systems: roof lines, party walls, waterproofing, retaining walls, driveways, stormwater, sewer, electricity, fencing and foundations. Responsibility may arise from title boundaries, common property, easements, statutory duties, building approvals, negligence or an express agreement.

兩單元項目中最昂貴的爭議往往涉及實體系統：屋頂線、共用牆、防水、擋土牆、車道、雨水、污水、電力、圍欄及地基。責任可能源自產權界線、共有財產、地役權、法定義務、建築批准、疏忽或明確協議。

Insurance must match the structure. In a community-title scheme, statutory body corporate insurance obligations may apply; with two freehold lots, each owner's policy and the treatment of shared structures require careful coordination. Gaps appear when each insurer assumes the other policy covers a shared element. Owners should exchange policy schedules and record claims-management arrangements.

保險必須配合產權架構。社區產權項目可能適用法定業主法人團體保險義務；兩個永久業權地塊則須仔細協調各業主保單及共用結構處理方式。如每名保險人均假設另一保單涵蓋共用構件，便會出現保障缺口。業主應交換保單附表並記錄索償管理安排。

PRACTICAL CHECKLIST 實務清單

- Commission a survey where boundaries are unclear.
- Map utility ownership and access rights.
- Review both insurance policies for gaps and overlap.
- Document cost allocation before urgent work begins.

- 界線不清時委聘測量師。
- 繪製公用設施所有權及通行權。
- 審閱兩份保單的缺口及重疊。
- 緊急工程開始前記錄成本分配。

PRACTICAL EFFECT 實務效果

A shared pipe or wall can create shared practical dependence even where the legal titles are separate.

即使法律產權分開，共用管道或牆身仍會造成實際相互依賴。

9.7

Deadlock, sale and future-proofing

僵局、出售與長遠規劃

With two owners, every unresolved disagreement can become a governance deadlock. The documents should contain clear processes for notice, access, quotes, urgent work, insurance claims, cost sharing and dispute escalation. A vague requirement to "agree" is least useful when the relationship has already broken down.

只有兩名業主時，每項未解決分歧均可能成為治理僵局。文件應清楚規定通知、進場、報價、緊急工程、保險索償、成本分攤及爭議升級程序。當雙方關係已破裂時，含糊要求「協議」最缺乏實際作用。

Future sale and refinance should also be considered. Buyers and lenders will ask for valid insurance, records of decisions, evidence that shared assets are maintained and disclosure of disputes. Informal arrangements may work between original neighbours but fail when one lot is sold. Converting an understanding into a registered easement, CMS provision or written lot-owner agreement can preserve continuity.

亦應考慮日後出售及再融資。買方及貸款人會要求有效保險、決策紀錄、共用資產維修證據及爭議披露。非正式安排可在原有鄰居間運作，但一方出售時可能失效。把共識轉化為註冊地役權、CMS條文或書面單元業主協議，可維持延續性。

PRACTICAL CHECKLIST 實務清單

- Create a shared-asset maintenance calendar.
- Require written approvals and expense records.
- Include urgent-work and dispute escalation mechanisms.
- Review documents before either lot is marketed.

- 建立共用資產維修日程。
- 要求書面批准及支出紀錄。
- 加入緊急工程及爭議升級機制。
- 任何單元推出市場前先審閱文件。

> **PRACTICAL EFFECT 實務效果**
>
> Good two-lot governance is designed for the next owner, not only the current friendly neighbour.
>
> 良好兩單元治理應為下一任業主而設，而不只依賴現時友好鄰居。

CHAPTER 10 · 第10章

10

After Settlement: Owner's Action Guide

交割後業主行動指南

10.1 First 48 hours
首48小時

10.2 First two weeks
首兩星期

10.3 First three months
首三個月

10.4 Settlement day and the first 48 hours
交割日及首48小時

10.5 The first 30 days: systems and records
首30天：系統與紀錄

10.6 Participating in the body corporate
參與業主法人團體

10.7 Investment ownership and the annual cycle
投資持有與年度週期

10.8 First-year ownership calendar
首年持有日程

Settlement completes the conveyance, but it commences the practical administration of ownership. The new owner must secure possession, preserve the transaction record, activate the correct insurance, establish payment and service arrangements and enter the body corporate's records. Early action creates the evidentiary and maintenance baseline against which later defects, costs and responsibilities can be assessed.

交割完成產權轉讓，但同時開始所有權的實際行政管理。新業主必須取得並保障管有、保存交易紀錄、啟動正確保險、建立付款及服務安排，並登記於業主法人團體紀錄。及早行動可建立證據及維修基準，以便日後評估缺陷、成本及責任。

10.1

First 48 hours

首48小時

- Confirm settlement completion and retain the settlement statement, contract, transfer records and tax invoices.
- Collect and test all keys, remotes, access cards, alarms and building systems; change security codes where appropriate.
- Photograph meter readings and the condition of the property.
- Activate insurance from the correct risk date; arrange contents, landlord, public liability and loss-of-rent cover as applicable.
- Connect electricity, gas, internet and other services; check whether any service is an embedded network.

- 確認交割完成，保存交割結算表、契約、轉讓紀錄及稅務發票。
- 收取並測試所有鑰匙、遙控器、門禁卡、警報及大廈系統；按需要更改保安密碼。
- 拍攝水電錶讀數及物業狀況。
- 自正確風險轉移日期起啟動保險；按情況安排家居財物、業主、公眾責任及租金損失保障。
- 接駁電力、燃氣、網絡及其他服務；查明是否有內嵌網絡。

10.2

First two weeks

首兩星期

- Check that council, water and body corporate ownership records are updated; give the body corporate your address for service and contact details.
- Set up levy notices and direct payment arrangements, but independently verify bank-detail changes to avoid payment-redirection fraud.
- Obtain the current CMS, by-laws, insurance certificate, recent minutes, budgets and contact details for the committee or manager.
- Notify any managing agent and, for a tenancy of six months or more, ensure required occupier details reach the body corporate roll.

- 確認市政府、水務及業主法人團體的業主紀錄已更新；向業主法人團體提供送達地址及聯絡資料。
- 設定管理費通知及直接付款安排；如銀行資料更改，應獨立核實以防付款轉移詐騙。
- 取得現行CMS、管理規約、保險證明、近期會議紀錄、預算及委員會或管理人的聯絡資料。
- 通知物業管理代理；如租期六個月或以上，確保按規定把住戶資料登記於業主法人團體名冊。

- Calendar rates, water, levy, insurance, smoke-alarm, pool-safety and tax deadlines.

- 記錄差餉、水費、管理費、保險、煙霧警報器、泳池安全及稅務期限。

10.3

First three months

首三個月

- Complete a maintenance inspection and preserve warranties, manuals and defect correspondence.
- Read the next meeting agenda and decide whether to nominate for the committee or lodge a motion.
- For an investment, document the initial condition, depreciation advice, leasing authority and income/expense records.
- Review estate planning and ownership structure, particularly for joint owners, companies, trusts or overseas owners.

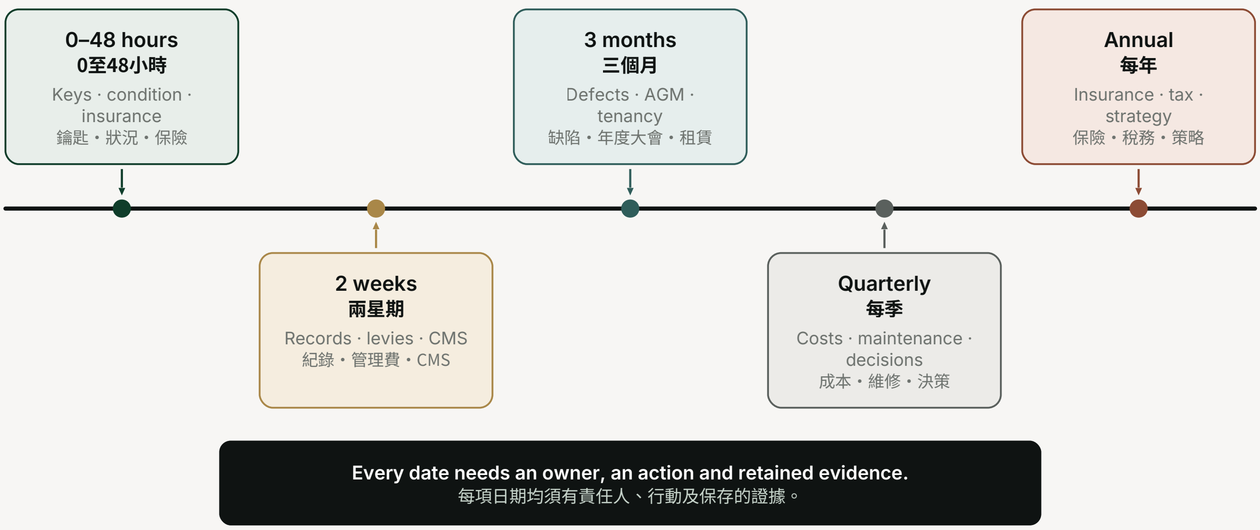
- 完成維修檢查，保存保養、手冊及缺陷往來文件。
- 閱讀下次會議議程，考慮是否參選委員會或提出動議。
- 如屬投資物業，記錄初始狀況、折舊意見、出租授權及收入／支出紀錄。
- 檢討遺產規劃及持有架構，尤其共同業主、公司、信託或海外業主。

BODY CORPORATE OWNERSHIP IS AUTOMATIC 取得單元所有權及自動成為業主法人團體成員

A buyer of a lot cannot opt out of the body corporate. Levies and by-laws continue whether the lot is owner-occupied, vacant or rented.

單元買方不能退出業主法人團體。不論單元自住、空置或出租，管理費及管理規約均持續適用。

FIG 19 **First-year ownership calendar after settlement** ／交割後首年持有日程



10.4

Settlement day and the first 48 hours

交割日及首48小時

Settlement transfers legal ownership and usually triggers adjustments for rates, water, levies and other outgoings. The buyer should retain the signed contract, settlement statement, transfer and duty records, tax invoices, title confirmation and finance documents in one permanent file. Any discrepancy should be raised promptly while evidence is readily available.

交割轉移法律所有權，並通常涉及差餉、水費、管理費及其他支出的調整。買方應把已簽契約、交割結算表、轉讓及印花稅紀錄、稅務發票、產權確認及融資文件集中永久保存。任何差異均應在證據容易取得時立即提出。

At the property, record meter readings and condition, collect and test keys, remotes and access cards, confirm alarms and building systems and change security credentials where appropriate. Insurance should already operate from the contractual risk date. Owners of body corporate lots should understand which building components are insured collectively and arrange contents, landlord and liability cover for the remainder.

在物業現場，應記錄水電錶讀數及狀況，收取並測試鑰匙、遙控器及門禁卡，確認警報及大廈系統，並在適當情況下更改保安資料。保險應自契約風險轉移日期起生效。業主法人團體單元業主須了解哪些建築部分由集體投保，並為其餘部分安排家居財物、出租業主及責任保險。

PRACTICAL CHECKLIST 實務清單

- Archive the complete settlement file.
- Photograph condition and meter readings.
- Test all access and safety systems.
- Confirm insurance commencement and scope.

- 保存完整交割檔案。
- 拍攝物業狀況及水電錶讀數。
- 測試所有門禁及安全系統。
- 確認保險生效及保障範圍。

> **PRACTICAL EFFECT 實務效果**
>
> Do not wait for the first problem to discover that a key, warranty, policy or settlement record is missing.
>
> 不要等到首次出現問題時才發現鑰匙、保養、保單或交割紀錄遺失。

10.5

The first 30 days: systems and records

首30天：系統與紀錄

The new owner should confirm that council, water, utility and body corporate records show the correct ownership and address for service. Levy notices, rates, insurance renewal and loan payments should be calendared. Bank-detail changes must be independently verified because property and body corporate payments are attractive targets for payment-redirection fraud.

新業主應確認市政府、水務、公用服務及業主法人團體紀錄已顯示正確業主及送達地址，並記錄管理費、差餉、保險續期及貸款付款日期。銀行資料更改必須獨立核實，因為物業及業主法人團體付款容易成為付款轉移詐騙目標。

Obtain the current CMS, by-laws, insurance certificate, budgets, recent minutes and manager or committee contacts. Create a property register for warranties, manuals, appliances, smoke alarms, pool safety, pest inspections and maintenance. For a new property, record defects and issue notices within the contractual process rather than relying on calls to the site team.

取得現行CMS、管理規約、保險證明、預算、近期會議紀錄，以及管理人或委員會聯絡資料。建立物業登記冊，保存保養、手冊、電器、煙霧警報器、泳池安全、蟲害檢查及維修資料。新物業缺陷應按契約程序記錄及發出通知，不應只致電工地團隊。

PRACTICAL CHECKLIST 實務清單

- Update all ownership and service addresses.
- Set recurring payment and renewal reminders.
- Build a digital warranty and maintenance register.
- Verify every change of payment instructions.

- 更新所有業主及送達地址。
- 設定定期付款及續期提示。
- 建立數碼保養及維修登記冊。
- 核實每次付款指示更改。

> **PRACTICAL EFFECT 實務效果**
>
> A disciplined first month converts a transaction file into an ownership-management system.
>
> 有紀律的首月工作可把交易檔案轉化為物業持有管理系統。

10.6

Participating in the body corporate

參與業主法人團體

Ownership automatically makes the buyer a member of the body corporate. The owner should read meeting notices, understand voting rights, disclose representative details where required and decide whether to nominate for the committee or submit a motion. Participation is the practical mechanism for influencing budgets, maintenance priorities and contracts.

買方取得所有權後自動成為業主法人團體成員。業主應閱讀會議通知、了解投票權、按需要披露代表資料，並考慮參選委員會或提交動議。參與是影響預算、維修優先次序及契約的實際機制。

Owners should communicate through proper channels and preserve written records. The body corporate manager may administer meetings and records but is not the body corporate itself. The committee must act collectively and within its statutory limits. An owner dissatisfied with a decision should identify the resolution, legal power, internal dispute step and available conciliation or adjudication pathway.

業主應透過適當渠道溝通並保存書面紀錄。業主法人管理人可管理會議及紀錄，但並非業主法人團體本身。委員會須集體並在法定權限內行事。業主如不滿決定，應確認相關決議、法律權力、內部爭議步驟及可用調解或裁決途徑。

PRACTICAL CHECKLIST 實務清單

- Read every agenda before the voting deadline.
- Ask for supporting quotes and reports for material work.
- Keep communications factual and issue-focused.

- 在投票期限前閱讀每份議程。
- 重大工程應要求報價及支持報告。
- 溝通應以事實及議題為本。

- Use formal dispute pathways where necessary.

- 在必要時使用正式爭議處理途徑。

PRACTICAL EFFECT 實務效果

Paying levies funds the scheme; informed participation governs how those funds are used.

繳交管理費為項目提供資金；知情參與則決定資金如何使用。

10.7

Investment ownership and the annual cycle

投資持有與年度週期

An investor should appoint a licensed property manager or establish compliant self-management, arrange landlord insurance and document the opening condition. The letting appointment, tenancy agreement, bond, smoke-alarm compliance and body corporate occupier information should be coordinated. The authorised onsite letting agent is an option, not a compulsory provider.

投資者應委任持牌物業管理人或建立合規自行管理制度，安排出租業主保險並記錄初始狀況。出租委任、租賃契約、按金、煙霧警報器合規及業主法人團體住戶資料應互相協調。獲授權駐場出租代理人只是選項，並非強制供應者。

Each year, review rates, water, levies, insurance, loan interest, repairs, depreciation and rental statements with the tax adviser. Attend or vote at the AGM, compare actual spending with budget, examine the sinking-fund forecast and note planned capital works. Estate planning and ownership structure should be revisited after marriage, separation, death, refinancing or a change in tax residence.

每年應與稅務顧問審閱差餉、水費、管理費、保險、貸款利息、維修、折舊及租金報表；出席或參與年度大會投票；把實際支出與預算比較；審閱儲備基金預測及擬議資本工程。婚姻、分居、死亡、再融資或稅務居民身份變更後，亦應重新檢討遺產規劃及持有架構。

PRACTICAL CHECKLIST 實務清單

- Reconcile annual income and expense records.
- Review AGM papers and capital forecasts.
- Renew insurance on current rebuilding and rental assumptions.
- Update estate and ownership planning after life changes.

- 核對年度收入及支出紀錄。
- 審閱年度大會文件及資本預測。
- 按最新重建及租金假設續保。
- 人生情況變動後更新遺產及持有架構規劃。

PRACTICAL EFFECT 實務效果

Post-settlement management protects both the asset and the evidence needed to operate, insure, lease and eventually sell it.

交割後管理同時保護資產，以及日後營運、投保、出租及出售所需證據。

10.8

First-year ownership calendar

首年持有日程

The first year should be managed through a single calendar combining contractual defect dates, statutory warranty issues, levy due dates, rates and water notices, insurance renewal, smoke-alarm or pool-safety obligations, tenancy milestones, loan reviews and the body corporate annual general meeting. The calendar should name the responsible person and require evidence for each event.

首年持有應以單一日程管理，把契約缺陷期限、法定保養事項、管理費到期日、差餉及水費通知、保險續期、煙霧警報器或泳池安全義務、租賃里程碑、貸款檢討及業主法人團體年度大會一併列入。每項事件均應列明責任人及所需證據。

A quarterly review should compare actual ownership costs with the purchase budget, confirm that contact and payment details remain correct, update the maintenance register and check upcoming body corporate decisions. At year end, the owner should archive tax and property records, review insurance values and assess whether emerging capital works, by-law changes or service contracts affect the hold or sale strategy.

每季應把實際持有成本與購買預算比較，確認聯絡及付款資料仍正確，更新維修登記冊，並查閱即將作出的業主法人團體決定。年末時，業主應保存稅務及物業紀錄、檢討保險價值，並評估新出現的資本工程、管理規約更改或服務契約是否影響持有或出售策略。

PRACTICAL CHECKLIST 實務清單

- Enter all known dates immediately after settlement.
- Assign responsibility and required documents.
- Review actual costs every quarter.
- Reset the calendar after each AGM and renewal.

- 交割後立即輸入所有已知日期。
- 分配責任並列明所需文件。
- 每季檢討實際成本。
- 每次年度大會及續期後重設日程。

PRACTICAL EFFECT 實務效果

A calendar is a risk-control system only when every entry has an owner, an action and retained evidence.

只有在每項日程均有責任人、行動及保存證據時，日程才是風險控制系統。

CHAPTER 11 · 第11章

11

Facilities Managers, Caretakers, Letting Agents and Body Corporate Managers

設施管理人、管理維護人、出租代理人及業主法人管理人

11.1 Role comparison
角色比較

11.2 Decision-making remains with the body corporate
決策權仍屬業主法人團體

11.3 Contract review checklist
契約審查清單

11.4 Legal categories behind commercial labels
商業名稱背後的法律類別

11.5 Appointments, delegation and decision limits
委任、授權與決策限制

11.6 Performance, conflicts and contract management
履約、利益衝突與契約管理

11.7 How the four roles should interact
四種角色應如何互動

A commercial title does not determine a provider's legal capacity. The role follows the services performed, the written engagement, the statutory definition and the person to whom the duty is owed. One business may provide facilities, caretaking, letting and body corporate administration, but each function retains its own authority, client, remuneration, licensing consequences and conflict risks.

商業職稱不會決定服務提供者的法律身分。其角色取決於實際提供的服務、書面委任、法定定義及職責所對應的客戶。同一企業可同時提供設施、管理維護、出租及業主法人行政服務，但每一項職能仍各自具有不同的權限、客戶、報酬、牌照後果及利益衝突風險。

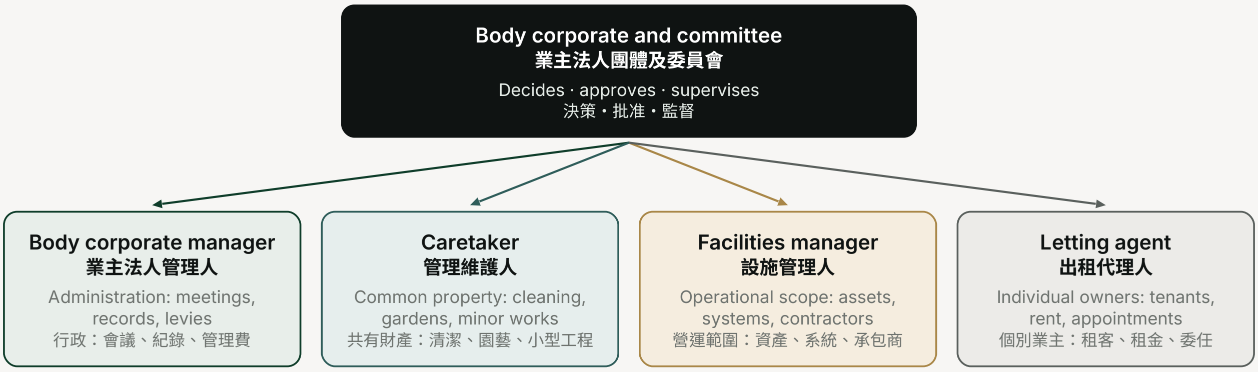
11.1

Role comparison

角色比較

ROLE 角色	CORE WORK 核心工作	PRIMARY CLIENT 主要客戶	LEGAL POINT 法律重點
Facilities manager 設施管理人	Operational label, not a single defined BCCM office. May plan maintenance, supervise contractors, compliance, assets and building systems. 屬營運名稱，並非BCCM法下單一法定職位；可負責維修規劃、監督承包商、合規、資產及大廈系統。	Usually the body corporate, owner or asset manager under a services contract. 通常依服務契約向業主法人團體、業主或資產管理人負責。	Check whether the work makes the provider a service contractor or caretaking service contractor. 查明工作是否令其成為服務承包商或管理維護服務承包商。
Caretaker / caretaking service contractor 管理維護人／管理維護服務承包商	Maintains common property under a long-term service engagement; typical work includes cleaning, gardens, pool and minor maintenance. 依長期服務委任維護共有財產；常見工作包括清潔、園藝、泳池及小型維修。	The body corporate. 業主法人團體。	A statutory caretaking service contractor is also an authorised letting agent, or associated with one; codes and transfer/ termination rules apply. 法定管理維護服務承包商亦是獲授權出租代理人或其關聯人士；受行為守則及轉讓／終止規則約束。
Letting agent 出租代理人	Lets and manages individual lots for investor owners, collects rent and deals with tenants. 代表投資業主出租及管理個別單元、收取租金及處理租客事宜。	Each appointing lot owner, while authorisation to operate an onsite letting business comes from the body corporate. 向每名委任的單元業主負責；在項目內經營出租業務的授權則來自業主法人團體。	Must hold the relevant property licence. Owners are not obliged to use the authorised onsite agent. 須持有相關地產牌照；業主沒有義務使用獲授權的駐場代理人。
Body corporate manager 業主法人管理人	Provides administrative services: meetings, notices, records, levies, accounts and procedural advice within the written engagement. 提供行政服務，包括會議、通知、紀錄、管理費、帳目及委任範圍內的程序意見。	The body corporate collectively, not an individual committee member or lot owner. 向業主法人團體整體負責，而非個別委員或單元業主。	No dedicated Queensland body corporate manager licence is presently required; the statutory code of conduct and contract still apply. 昆士蘭目前沒有專門業主法人管理人牌照要求；但法定行為守則及契約仍然適用。

FIG 20 Who does what in a Queensland body corporate ／ 昆士蘭業主法人團體的角色分工



Authority stays with the legally authorised decision-maker. One business may hold several roles, but contracts, clients, money and conflicts remain separate.
權限仍屬法定決策者。同一企業可兼任多個角色，但契約、客戶、款項及利益衝突仍須分開。

11.2

Decision-making remains with the body corporate

決策權仍屬業主法人團體

Engaging a manager or contractor does not generally transfer ownership of decisions. The committee and body corporate must act within statutory authority, approve expenditure and supervise performance. A body corporate manager can exercise only the powers given by the engagement or a valid statutory appointment; a caretaker does not become the committee.

聘用管理人或承包商一般不會轉移決策權。委員會及業主法人團體仍須在法定權限內行事、批准支出及監督履約。業主法人管理人只能行使委任契約或有效法定委任所授權的權力；管理維護人不會因此成為委員會。

11.3

Contract review checklist

契約審查清單

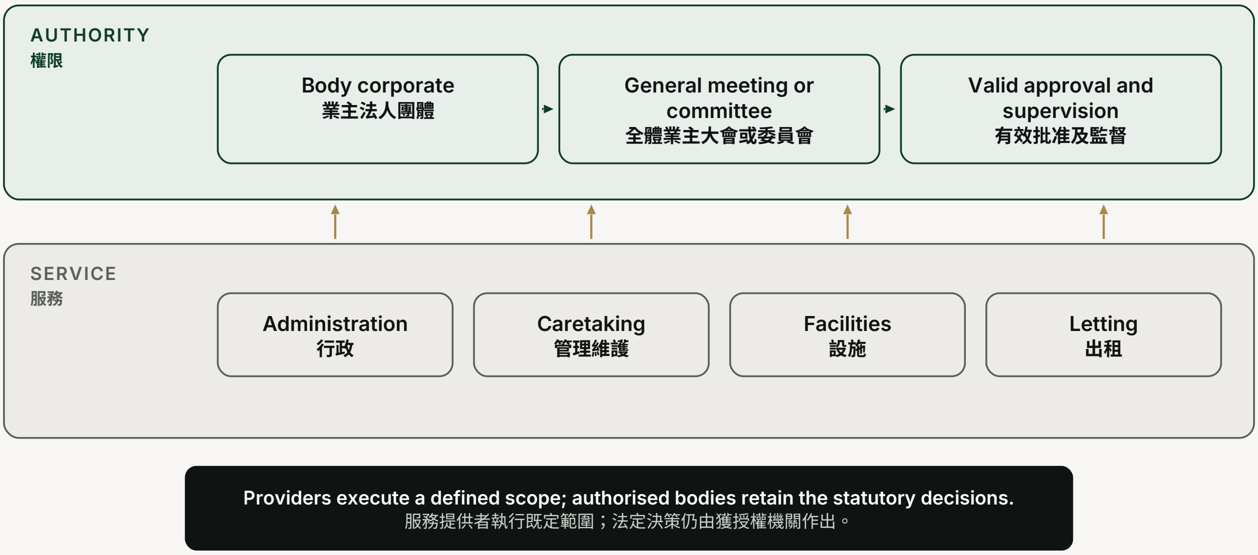
- Exact duties, performance standards, hours and reporting.
- Term, options, annual increases and total long-term cost.
- Delegated authority, spending limits and bank access.
- Insurance, indemnities, subcontracting and workplace safety.
- Conflicts, commissions and benefits from third parties.

- 確切職責、服務標準、工作時間及報告要求。
- 年期、續期權、年度加幅及長期總成本。
- 授權權限、支出上限及銀行帳戶權限。
- 保險、彌償、分包及工作安全。
- 利益衝突、佣金及第三方利益。

- Performance notices, dispute process, assignment and termination.

- 履約通知、爭議程序、轉讓及終止。

FIG 21 **Authority lane and service lane** ／權限層與服務層



11.4

Legal categories behind commercial labels

商業名稱背後的法律類別

“Facilities manager” is usually an operational description rather than a single statutory office under the BCCM Act. The legal classification depends on the services, term and relationship. A provider may be a short-term contractor, a service contractor, a caretaking service contractor, a body corporate manager, an authorised letting agent or several of these under separate documents.

「設施管理人」通常是營運描述，而不是BCCM法下的單一法定職位。法律分類取決於服務內容、年期及關係。供應商可能是短期承包商、服務承包商、管理維護服務承包商、業主法人管理人、獲授權出租代理人，或在不同文件下兼具多個身份。

Classification affects approval, term, codes of conduct, disclosure, committee eligibility, transfer and termination. The same company logo on several agreements does not merge the legal roles. Advice should create a role matrix showing the contracting party, client, duties, remuneration, statutory status, decision-maker and dispute pathway for each engagement.

分類會影響批准、年期、行為守則、披露、委員會資格、轉讓及終止。多份協議使用同一公司標誌，並不會合併法律角色。法律意見應建立角色矩陣，列明每項委任的契約當事人、客戶、職責、報酬、法定身份、決策者及爭議途徑。

PRACTICAL CHECKLIST 實務清單

- Classify each agreement separately.
- Identify the statutory approval for each role.
- Separate body corporate money from owner rental money.

- 分別界定每份協議。
- 確認每個角色的法定批准。
- 分開業主法人團體款項與單元業主租金。

- Check licensing for property agency work.
- 查核地產代理工作的牌照要求。

PRACTICAL EFFECT 實務效果

Legal substance follows duties and authority, not the job title printed on a business card.

法律實質取決於職責及權限，而不是名片上的職稱。

11.5

Appointments, delegation and decision limits

委任、授權與決策限制

A body corporate manager supplies administrative services under a written engagement. The engagement can authorise specified functions, but the body corporate and committee remain responsible for decisions allocated to them by law. A caretaker maintains common property under the service agreement; the caretaker does not decide the body corporate's budget or become a voting committee member.

業主法人管理人依書面委任提供行政服務。委任可授權指定職能，但法例分配予業主法人團體及委員會的決策責任仍由其承擔。管理維護人依服務契約維護共有財產，不能決定業主法人團體預算，亦不會成為有投票權的委員。

Delegations should identify transaction limits, bank authority, invoice approval, meeting support, records custody and emergency action. The committee should receive regular reports and retain oversight. A provider acting outside authority can create legal and practical problems even where the service was useful. Ratification cannot be assumed.

授權應列明交易上限、銀行權限、發票批准、會議支援、紀錄保管及緊急行動。委員會應定期收到報告並保留監督。即使服務有用，供應商越權行事仍可產生法律及實際問題，不能假設其後必然獲追認。

PRACTICAL CHECKLIST 實務清單

- Record delegations in the engagement and resolutions.
- 在委任及決議中記錄授權。
- Set dual controls for material payments.
- 重大付款設定雙重控制。
- Review emergency powers and reporting.
- 審閱緊急權力及報告要求。
- Audit authority after committee or manager changes.
- 委員會或管理人更替後審核權限。

PRACTICAL EFFECT 實務效果

Outsourcing administration does not outsource statutory accountability.

外判行政工作不等於外判法定問責。

11.6

Performance, conflicts and contract management

履約、利益衝突與契約管理

A service contract should state measurable duties, frequency, hours, staffing, reporting and service standards. General expressions such as “keep the common property clean” are difficult to enforce without a site-specific duty schedule. The body corporate should distinguish routine services, additional chargeable work and capital projects requiring separate approval.

服務契約應列明可衡量的職責、頻率、工時、人手、報告及服務標準。若沒有項目專屬職責表，「保持共有財產清潔」等一般用語難以執行。業主法人團體應區分例行服務、額外收費工作及須另行批准的資本工程。

Conflicts may arise where the provider recommends related contractors, receives commissions, manages owner lettings or benefits from a proposed variation. Statutory and contractual disclosure must be supported by procurement controls. Performance concerns should be documented against the exact duty, with dates, evidence, notice and reasonable rectification steps.

如供應商推薦關聯承包商、收取佣金、管理業主出租或從擬議契約變更受益，便可能產生利益衝突。法定及契約披露須配合採購控制。履約問題應按確切職責記錄日期、證據、通知及合理整改步驟。

PRACTICAL CHECKLIST 實務清單

- Attach a site-specific duty schedule.
- Require disclosure of commissions and related parties.
- Use service-level reporting and inspection records.
- Follow the contract and statutory notice process.

- 附上項目專屬職責表。
- 要求披露佣金及關聯方。
- 採用服務水平報告及檢查紀錄。
- 遵守契約及法定通知程序。

PRACTICAL EFFECT 實務效果

Good contract management creates contemporaneous evidence before relationships deteriorate.

良好契約管理可在關係惡化前建立同步證據。

11.7

How the four roles should interact

四種角色應如何互動

The body corporate manager should support governance and records; the caretaker should perform common-property services; the letting agent should act for appointing lot owners and tenants; and the facilities manager should deliver the operational scope in its contract. One organisation may hold several roles, but information, money and authority should remain separated.

業主法人管理人應支援治理及紀錄；管理維護人應履行共有財產服務；出租代理人應代表委任其服務的單元業主並處理租客；設施管理人應完成契約所列營運範圍。即使同一機構兼任多個角色，資料、款項及權限仍須分開。

A practical governance map should show who receives defects, approves quotes, instructs contractors, accesses lots, controls keys, communicates with tenants, processes invoices and reports to the committee. Duplication creates cost; gaps create safety and maintenance risk. Procurement should assess capability, independence, systems, insurance, business continuity and transition arrangements.

實務治理圖應列明由誰接收缺陷、批准報價、指示承包商、進入單元、控制鑰匙、與租客溝通、處理發票及向委員會報告。職能重疊增加成本；職能缺口則產生安全及維修風險。採購應評估能力、獨立性、系統、保險、業務持續及交接安排。

PRACTICAL CHECKLIST 實務清單

- Create a responsibility and escalation matrix.
- Separate trust, body corporate and operating accounts.
- Test after-hours and emergency coverage.
- Plan document and system handover before contract expiry.

- 建立責任及升級處理矩陣。
- 分開信託、業主法人團體及營運帳戶。
- 測試非辦公時間及緊急支援。
- 契約屆滿前規劃文件及系統交接。

> **PRACTICAL EFFECT 實務效果**
>
> The objective is a complete operating model with no overlap in authority and no gap in responsibility.
>
> 目標是建立權限不重疊、責任無缺口的完整營運模式。

CHAPTER 12 · 第12章

12

Management Rights

管理權

12.1 The business components
業務組成

12.2 Why management rights affect lot owners
管理權為何影響單元業主

12.3 Buyer due diligence for management rights
購買管理權的盡職調查

12.4 Body corporate perspective
業主法人團體角度

12.5 The three-asset structure
三項資產架構

12.6 Term, remuneration and assignment
年期、報酬與轉讓

12.7 Letting roll quality and business valuation
出租名冊質素與業務估值

12.8 Acquisition due diligence and finance
收購盡職調查與融資

12.9 Body corporate oversight, breach and exit
業主法人團體監督、違約與退出

"Management rights" is a transaction label for a group of related but legally distinct assets. It commonly combines a body corporate caretaking or service engagement, an authorisation and business for onsite letting, and ownership or occupation rights over a manager's unit, reception or office. The package succeeds only if each component is valid, transferable, financeable and capable of completing with the others.

「管理權」是對一組互相關聯但法律上彼此獨立資產的交易名稱。它通常結合業主法人團體的管理維護或服務委任、駐場出租業務的授權及業務，以及對管理人單元、接待處或辦公室的所有權或佔用權。只有每一組成部分均有效、可轉讓、可融資，並能與其他部分同步完成，整體交易方能成立。

12.1

The business components

業務組成

FIG 22 **The three connected assets in management rights** ／ 管理權的三項相連資產

Completion must align: legal transfer · finance · body corporate consent · property settlement
各項完成須互相配合：法律轉讓・融資・業主法人團體同意・物業交割

12.2

Why management rights affect lot owners

管理權為何影響單元業主

- Caretaking remuneration is funded through body corporate levies.
- Long terms and options can materially affect future budgets and bargaining power.
- Service quality affects presentation, maintenance and resident experience.
- The onsite letting business may influence investor service but does not give the agent a monopoly over lot owners.

- 管理維護報酬由業主法人團體管理費支付。
- 長年期及續期權可重大影響未來預算及議價能力。
- 服務質素影響項目外觀、維修及住戶體驗。
- 駐場出租業務可影響投資者服務，但不賦予代理人對單元業主的壟斷權。

- Transfer or termination is regulated and cannot be treated like an ordinary supplier change.

- 轉讓或終止受法例規管，不能視為普通更換供應商。

12.3

Buyer due diligence for management rights

購買管理權的盡職調查

01

Engage a lawyer experienced in management-rights transactions and body corporate law.

聘請具管理權交易及業主法人團體法律經驗的律師。

02

Verify every agreement, remaining term, option, remuneration clause, review mechanism and assignment condition.

核實每份協議、剩餘年期、續期權、報酬條款、調整機制及轉讓條件。

03

Complete financial verification of the letting roll, owner appointments, commissions, expenses and normalised profit.

核實出租名冊、業主委任、佣金、支出及正常化利潤。

04

Inspect the manager’s unit, office, storage, equipment and occupation rights separately.

分別檢查管理人單元、辦公室、儲物、設備及佔用權。

05

Review committee minutes, complaints, remedial notices, disputes, compliance history and relationship risk.

審閱委員會紀錄、投訴、補救通知、爭議、合規歷史及關係風險。

06

Confirm property licensing, trust-account systems, employment obligations, insurance and work health and safety.

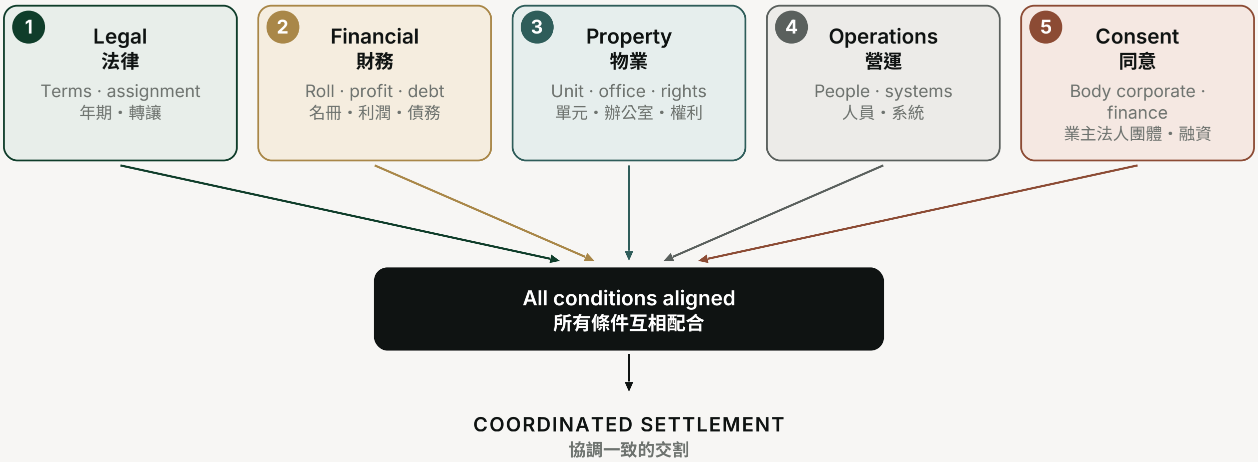
確認地產牌照、信託帳戶系統、僱傭義務、保險及工作健康安全。

07

Make settlement conditional on required body corporate consent, finance and satisfactory verification.

把所需業主法人團體同意、融資及滿意核查列為交割條件。

FIG 23 **Management-rights due diligence workstreams** ／管理權盡職調查工作流



12.4

Body corporate perspective

業主法人團體角度

When asked to approve a transfer, the body corporate should use the statutory process, obtain relevant information, assess competence and financial standing, and avoid irrelevant or discriminatory considerations. If performance is deficient, the body corporate should document the contractual duty, evidence, notice requirements and resolution pathway before attempting termination.

當被要求批准轉讓時，業主法人團體應依照法定程序取得相關資料，評估受讓人的能力及財政狀況，並避免考慮無關或歧視因素。如履約欠佳，業主法人團體在嘗試終止前，應記錄契約職責、證據、通知要求及決議程序。

NOT THE SAME AS STRATA ADMINISTRATION 不等同分層產權行政管理

Management rights usually combine caretaking and letting. A body corporate manager mainly provides administrative services. The businesses can be owned by the same group, but the contracts, duties, conflicts and revenue streams remain separate.

管理權通常結合管理維護及出租業務；業主法人管理人主要提供行政服務。兩類業務可由同一集團擁有，但契約、職責、利益衝突及收入來源仍須分開。

12.5

The three-asset structure

三項資產架構

A management-rights acquisition commonly combines three assets: a caretaking or service engagement with the body corporate, an authorisation and business for onsite letting, and real estate or occupation rights for the manager's unit, reception, office or storage. They are economically connected but must be verified and transferred through different legal documents.

管理權收購通常結合三項資產：與業主法人團體訂立的管理維護或服務委任、駐場出租授權及業務，以及管理人單元、接待處、辦公室或儲物空間的房地產或佔用權。三者在經濟上互相關聯，但須透過不同法律文件分別核實及轉讓。

The business can fail if any component is missing or unsuitable. A profitable letting roll may not compensate for an expiring caretaking term; a valuable manager's unit may not carry lawful office rights; body corporate consent may be needed for assignment even when the business sale contract is unconditional. The acquisition agreement should coordinate conditions, completion and default across all components.

任何一項組成欠缺或不合適，均可令業務失敗。盈利出租名冊未必能彌補即將屆滿的管理維護年期；高價值管理人單元未必附帶合法辦公室權利；即使業務買賣契約無條件，轉讓仍可能需要業主法人團體同意。收購契約應協調所有組成的條件、完成及違約。

PRACTICAL CHECKLIST 實務清單

- Create a separate asset schedule for each component.
- Make completion interdependent where commercially necessary.
- Verify title and occupation rights independently.
- Align finance security with the assets acquired.

- 為每項組成建立獨立資產表。
- 在商業上有需要時令各項完成互為條件。
- 獨立核實產權及佔用權。
- 令融資抵押與所收購資產相配。

PRACTICAL EFFECT 實務效果

Management rights is a transaction label, not a single asset capable of one-document due diligence.

管理權只是交易名稱，並非可由單一文件完成盡職調查的單一資產。

12.6

Term, remuneration and assignment

年期、報酬與轉讓

The value of the caretaking component depends heavily on remaining term, options, remuneration, indexation, duties and assignment rights. The applicable regulation module affects permissible terms and approval processes. The buyer should trace the initial contract date, every variation and renewal, and verify that documents were properly approved and executed.

管理維護部分的價值高度取決於剩餘年期、續期權、報酬、指數調整、職責及轉讓權。適用規管模組影響准許年期及批准程序。買方應追溯首份契約日期、每次變更及續期，並核實文件是否獲適當批准及簽署。

Assignment usually requires body corporate approval. The committee may assess matters permitted by the legislation, including the proposed transferee's competence and financial standing, but must act reasonably and avoid irrelevant considerations. Transfer fees and information requirements are regulated. The sale contract should allow time for the statutory process and satisfactory finance.

轉讓通常需要業主法人團體批准。委員會可評估法例准許的事項，包括擬受讓人的能力及財務狀況，但須合理行事並避免無關考慮。轉讓費及資料要求受法例規管。買賣契約應預留法定程序及取得滿意融資所需時間。

PRACTICAL CHECKLIST 實務清單

- Verify the full chain of agreements and variations.
- Recalculate remaining term from the legally effective dates.
- Model remuneration under every indexation clause.
- Make body corporate consent a coordinated condition.

- 核實完整協議及變更鏈。
- 從具法律效力日期重新計算剩餘年期。
- 按每項指數調整條款模擬報酬。
- 把業主法人團體同意列為協調條件。

> **PRACTICAL EFFECT 實務效果**
>
> Valuation should use the legally enforceable remaining income stream, not the seller's description of the term.
>
> 估值應採用法律上可執行的剩餘收入流，而不是賣方對年期的描述。

12.7

Letting roll quality and business valuation

出租名冊質素與業務估值

Letting income is earned under individual owner appointments, not merely from body corporate authorisation. Due diligence should verify each appointment, commission rate, term, termination rights, trust-account records, rent roll, vacancy, arrears and owner concentration. Owners remain free to use another agent, so retention cannot be assumed.

出租收入源自個別業主委任，而不只是業主法人團體授權。盡職調查應核實每份委任、佣金率、年期、終止權、信託帳戶紀錄、租金名冊、空置、欠租及業主集中度。業主可自由選用其他代理，因此不能假設客戶必然保留。

Normalised profit should exclude personal, one-off and related-party items and include realistic staffing, licence, software, insurance, vehicle, office and compliance costs. The multiplier applied to profit reflects quality and risk; it does not cure unreliable earnings. The buyer should analyse churn, complaints, competing agents and the relationship between caretaking performance and owner retention.

正常化利潤應剔除私人、一次性及關聯方項目，並計入實際人手、牌照、軟件、保險、車輛、辦公室及合規成本。套用於利潤的倍數反映質素及風險，不能補救不可靠盈利。買方應分析客戶流失、投訴、競爭代理，以及管理維護表現與業主保留之間的關係。

PRACTICAL CHECKLIST 實務清單

- Sample and verify owner appointments.
- Reconcile trust records to financial statements.
- Normalise labour and compliance costs.
- Stress-test loss of major owner clients.

- 抽樣核實業主委任。
- 把信託紀錄與財務報表核對。
- 正常化人力及合規成本。
- 測試失去主要業主客戶的影響。

PRACTICAL EFFECT 實務效果

A letting roll is a portfolio of terminable agency relationships, not a guaranteed annuity.

出租名冊是一組可終止代理關係，而不是保證年金。

12.8

Acquisition due diligence and finance

收購盡職調查與融資

The buyer's advisory team commonly includes a management-rights lawyer, an accountant, a financier, a valuer and a building inspector. Legal due diligence verifies agreements, approvals, compliance, disputes and transfer conditions. Financial due diligence verifies income and expenses. The property inspection treats the manager's real estate separately from the business assets.

買方團隊通常包括管理權律師、會計師、融資人、估值師及建築檢查員。法律盡職調查核實協議、批准、合規、爭議及轉讓條件；財務盡職調查核實收入及支出；物業檢查則把管理人物業與業務資產分開處理。

Lenders often take security over the business, agreements and real estate and impose financial covenants. The acquisition contract should coordinate finance approval, body corporate consent, verification, training, handover and settlement deliverables. Searches should cover licences, litigation, insolvency, employment, tax, intellectual property, equipment ownership and privacy or cybersecurity systems.

貸款人通常就業務、協議及房地產取得抵押，並施加財務契諾。收購契約應協調融資批准、業主法人團體同意、核實、培訓、交接及交割交付成果。查冊應涵蓋牌照、訴訟、無力償債、僱傭、稅務、知識產權、設備所有權及私隱或網絡安全系統。

PRACTICAL CHECKLIST 實務清單

- Run legal, financial and property reviews in parallel.
- Coordinate all conditions precedent and deadlines.
- Prepare a detailed handover schedule.
- Verify lender security and consent requirements.

- 並行進行法律、財務及物業審查。
- 協調所有先決條件及期限。
- 編製詳細交接表。
- 核實貸款人抵押及同意要求。

> **PRACTICAL EFFECT 實務效果**
>
> The transaction should not become unconditional until every component can complete together on financeable terms.
>
> 在所有組成可按可融資條件一併完成前，交易不應成為無條件。

12.9

Body corporate oversight, breach and exit

業主法人團體監督、違約與退出

The body corporate should manage the engagement as a long-term contract, not a personal relationship. It should retain the executed documents, duty schedules, remuneration history, disclosure records, inspection reports, complaints and correspondence. Committee turnover must not erase institutional knowledge.

業主法人團體應把委任當作長期契約管理，而不是私人關係。應保存已簽文件、職責表、報酬歷史、披露紀錄、檢查報告、投訴及往來文件。委員會更替不應令組織記憶消失。

Where performance is deficient, the legal pathway depends on the agreement and statute. A remedial action notice must identify the alleged misconduct, gross negligence, duty failure, code breach or disclosure failure with sufficient detail and provide the required opportunity to remedy. Termination by agreement, contractual termination and statutory termination have different approval and evidence requirements.

如履約欠佳，法律途徑取決於協議及法例。補救行動通知須充分具體指出涉嫌失當、嚴重疏忽、未履行職責、違反行為守則或披露責任，並提供規定整改機會。協議終止、契約終止及法定終止具有不同批准及證據要求。

PRACTICAL CHECKLIST 實務清單

- Maintain an objective performance register.
- Match every complaint to a contractual duty.

- 保存客觀履約登記冊。
- 把每項投訴對應至契約職責。

- Use the correct resolution and notice procedure.
- Plan service continuity before termination.

- 使用正確決議及通知程序。
- 終止前規劃服務持續安排。

PRACTICAL EFFECT 實務效果

Weak evidence and procedural shortcuts can defeat an otherwise genuine performance complaint.

薄弱證據及程序捷徑可令原本真實的履約投訴失敗。

CHAPTER 13 · 第13章

13

How Does a Body Corporate Operate in Queensland?

昆士蘭業主法人團體如何運作？

13.1 Creation, membership and legal continuity
成立、成員資格及法律延續

13.2 One entity, three operating levels
一個實體、三個運作層級

13.3 The governing hierarchy
管治文件層級

13.4 Lot ownership, common property and body corporate assets
單元所有權、共有財產及業主法人團體資產

13.5 General meetings and resolution types
全體業主大會及決議類型

13.6 Committee operation within the body corporate
委員會在業主法人團體內的運作

13.7 Budgets, funds, levies and arrears
預算、基金、管理費及欠款

13.8 Maintenance, improvements and asset stewardship
維修、改善及資產管理

13.9 Insurance and risk allocation
保險及風險分配

13.10 Managers, caretakers, letting agents and other contractors
管理人、管理維護人、出租代理人及其他承包商

13.11 Records, transparency and owner participation
紀錄、透明度及業主參與

13.12 By-laws, approvals and compliance
管理規約、批准及合規

13.13 Disputes and decision review
爭議及決策覆核

13.14 Original-owner transition, layered schemes and annual cycle
原始業主交接、分層級項目及年度循環

A Queensland body corporate is created by statute when a community titles scheme is established. It is not incorporated by application, and membership is not optional: each registered lot owner becomes a member because the owner holds the lot. The body corporate continues despite changes of ownership and may sue or be sued in its statutory name.

昆士蘭業主法人團體在社區產權項目成立時依法自動產生，毋須另行申請註冊成立；成員資格亦非自願選擇：每名註冊單元業主持有單元即成為成員。即使業主更替，業主法人團體仍持續存在，並可用其法定名稱起訴或被起訴。

Its operating system is therefore statutory rather than corporate. The BCCM Act supplies the legal personality, functions and duties; the applicable regulation module supplies much of the meeting, financial and administrative machinery; the registered community management statement identifies the scheme, module, lot entitlements and by-laws; and valid resolutions convert those rules into decisions. Each layer must be read with the others.

因此，其運作制度屬法定治理而非公司治理。《業主法人團體及社區管理法》提供法律人格、職能及義務；適用規管模組提供大部分會議、財務及行政機制；已註冊社區管理聲明界定項目、規管模組、單元權益及管理規約；有效決議則把上述規則轉化為具體決策。各層文件必須互相配合閱讀。

> OPERATING PREMISE 運作前提
>
> The body corporate is the statutory entity. The general meeting and committee are decision forums within that entity; a body corporate manager, caretaker or letting agent is a service provider, not the owner of the body corporate's powers.
>
> 業主法人團體是法定實體；全體業主大會及委員會是該實體內的決策途徑。業主法人管理人、管理維護人或出租代理人屬服務提供者，並非業主法人團體權力的擁有人。

13.1

Creation, membership and legal continuity

成立、成員資格及法律延續

Under BCCM Act sections 24 and 30, the scheme is established when the first community management statement is recorded and the body corporate is then created. Section 31 makes the owners of all lots its members. The Corporations Act does not apply to the body corporate, and the body corporate may sue and be sued in its statutory name. These propositions distinguish the entity from both a private company and an informal owners' association.

依據BCCM法第24及30條，首份社區管理聲明記錄時，社區產權項目成立，業主法人團體亦隨即產生。第31條規定所有單元業主均為其成員。《公司法》不適用於業主法人團體，而業主法人團體可用其法定名稱起訴及被起訴。這些原則使其有別於私人公司及非正式業主組織。

Membership follows the title. A purchaser normally becomes a member at registration of the transfer; a vendor ceases to be a member when ownership ends. The entity's bank accounts, contracts, claims, records and resolutions do not reset at each transfer or committee election. Good administration protects that continuity by preserving records in systems controlled by the body corporate rather than by an individual office-holder or contractor.

成員資格隨產權轉移。買方通常在轉讓註冊時成為成員；賣方在所有權終止時不再是成員。業主法人團體的銀行帳戶、契約、索償、紀錄及決議，不會因每次轉讓或委員會選舉而重新開始。良好行政須把紀錄保存在由業主法人團體控制的系統內，而非由個別職務人員或承包商控制，以保障這種延續性。

13.2

One entity, three operating levels

一個實體、三個運作層級

LEVEL 層級	LEGAL ROLE 法律角色	CONTROL QUESTION 控制問題
Body corporate 業主法人團體	The statutory entity holding functions, liabilities, records and contractual relationships. / 承擔職能、責任、紀錄及契約關係的法定實體。	What function or duty must the entity perform? / 實體須履行何種職能或義務？
General meeting 全體業主大會	Owners decide matters reserved to them or requiring a specified resolution. / 業主決定保留予其處理或須特定決議通過的事項。	What resolution type, notice and voting threshold apply? / 適用何種決議、通知及表決門檻？
Committee 委員會	The statutory day-to-day decision forum, within limits and subject to owner oversight. / 在法定限制及業主監督下處理日常決策的法定途徑。	Is this within committee power, and has procedure been followed? / 事項是否在委員會權限內，程序是否已遵守？
Manager or contractor 管理人或承包商	Performs authorised administrative or operational work under an engagement. / 按委任執行獲授權的行政或營運工作。	Which resolution, delegation and contract authorise the act? / 哪項決議、授權及契約准許該行為？

The body corporate acts only through a legally recognised decision or authorised act. A general meeting cannot ignore a statutory restriction; a committee cannot decide a restricted issue; and a contractor cannot enlarge its authority by custom. The practical discipline is to identify the entity's function, the correct decision forum, the required resolution and the person authorised to implement it.

業主法人團體只能透過法律承認的決策或獲授權行為運作。全體業主大會不能忽略法定限制；委員會不能決定受限制事項；承包商亦不能依慣例自行擴張權限。實務上須依次確認實體職能、正確決策途徑、所需決議，以及獲授權執行的人士。

FIG 24 **One entity, three operating levels** ／一個實體、三個運作層級

LEVEL / 層級	LEGAL ROLE / 法律角色	CONTROL QUESTION / 控制問題
Body corporate 業主法人團體	The statutory entity holding functions, liabilities, records and contractual relationships. 承擔職能、責任、紀錄及契約關係的法定實體。	**What function or duty must the entity perform?** 實體須履行何種職能或義務？
General meeting 全體業主大會	Owners decide matters reserved to them or requiring a specified resolution. 業主決定保留予其處理或須以特定決議通過的事項。	**What resolution type, notice and voting threshold apply?** 適用何種決議、通知及表決門檻？
Committee 委員會	The statutory day-to-day decision forum, within limits and subject to owner oversight. 在法定限制及業主監督下處理日常決策的機關。	**Is this within committee power, and has procedure been followed?** 事項是否在委員會權限內？程序是否已遵守？
Manager or contractor 管理人或承包商	Performs authorised administrative or operational work under an engagement. 按委任執行獲授權的行政或營運工作。	**Which resolution, delegation and contract authorise the act?** 哪項決議、授權及契約准許該行為？

13.3

The governing hierarchy

管治文件層級

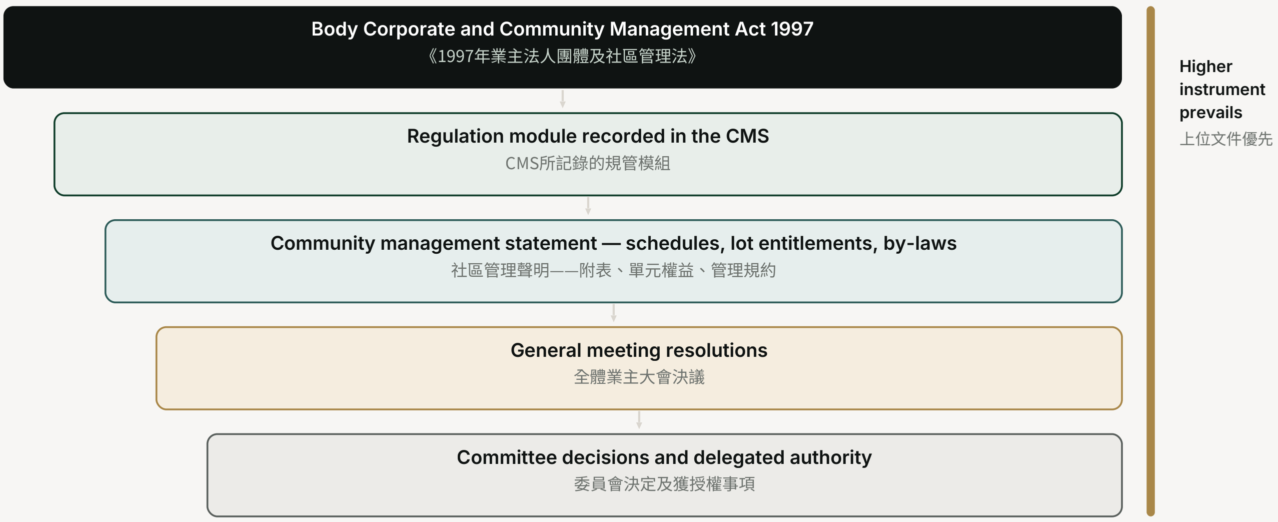
The starting hierarchy is the BCCM Act, the applicable regulation module and the registered CMS. Other laws remain relevant—including the Land Title Act, planning, building, work health and safety, fire, privacy, discrimination, residential tenancy, consumer and insurance laws—but none should be treated as silently rewriting the BCCM decision process. Site-specific schemes under historical legislation require their own gateway analysis.

基本層級由BCCM法、適用規管模組及已註冊CMS組成。其他法例仍可能適用，包括《土地產權法》、規劃、建築、工作健康與安全、消防、私隱、歧視、住宅租賃、消費者及保險法例；但不應假設任何該等法例會默示改寫BCCM決策程序。受歷史或特定地點法例規管的項目，須另作適用門檻分析。

The CMS is not merely a set of house rules. It identifies the scheme land and name, records the regulation module, contains contribution and interest schedule lot entitlements, states by-laws and may disclose future development or exclusive-use arrangements. A committee policy, contractor manual or long-standing practice cannot amend the registered CMS; a valid amendment requires the statutory approval and recording process.

CMS並非單純的住戶守則。它界定項目土地及名稱，記錄適用規管模組，載有分擔額及利益權益表，列明管理規約，並可披露未來發展或專用使用安排。委員會政策、承包商手冊或長期慣例均不能修改已註冊CMS；有效修訂須遵守法定批准及註冊程序。

FIG 25 **The governing hierarchy** ／ 管治文件層級



An instrument lower in the hierarchy cannot displace one above it. A resolution inconsistent with the module or the CMS is not made valid by the vote that passed it.
層級較低的文件不能推翻其上位文件。決議如與規管模組或CMS不符，並不會因獲表決通過而變得有效。

13.4

Lot ownership, common property and body corporate assets

單元所有權、共有財產及業主法人團體資產

A lot owner holds the registered lot. Common property is owned by the lot owners as tenants in common in shares linked to the interest schedule, while the body corporate administers, manages and controls it for the owners. A body corporate asset is property acquired by the body corporate that has not become part of common property. These categories must be kept separate because ownership, maintenance, insurance and approval consequences differ.

單元業主持有其註冊單元。共有財產由各單元業主按利益權益表所定份額以分權共有人方式持有，而由業主法人團體代表業主管理、行政及控制。業主法人團體資產，是由業主法人團體取得但未成為共有財產一部分的財產。這些類別必須分開，因為其所有權、維修、保險及批准後果不同。

The survey plan format and actual location of a boundary or service are critical. Building format, standard format and volumetric format lots can produce different maintenance outcomes. Before authorising work, the body corporate should identify the plan, CMS, service route, cause of failure and relevant module provision. Payment should follow responsibility rather than urgency alone, except where emergency work must first protect persons or property.

測量圖則格式以及界線或服務設施的實際位置至關重要。建築格式、標準格式及空間體積格式單元可產生不同維修結果。授權工程前，業主法人團體應確認圖則、CMS、服務路線、故障原因及相關規管模組條文。除須先作緊急工程保障人身或財產外，最終付款責任應依法律責任分配，而非只按事情是否緊急。

13.5

General meetings and resolution types

全體業主大會及決議類型

The annual general meeting performs the recurring constitutional work of the scheme: receiving accounts, considering budgets and contributions, insurance, elections, audit questions and owner motions. An extraordinary general meeting deals with matters that cannot wait or are not appropriately left to the committee. Notice, explanatory material, motion wording, eligibility and voting method must comply with the applicable module.

年度大會處理項目的週期性憲制工作，包括接收帳目、審議預算及分攤款、保險、選舉、審計事項及業主動議。特別全體大會處理不能等待或不宜交由委員會決定的事項。通知、說明資料、動議文字、表決資格及投票方式均須符合適用規管模組。

RESOLUTION 決議	TYPICAL LEGAL FUNCTION 常見法律功能	DRAFTING DISCIPLINE 擬定要求
Ordinary resolution 普通決議	Routine owner-level matters where the Act or module prescribes this threshold. / 法例或模組規定採用該門檻的一般業主層級事項。	State the act, amount, fund, counterparty and implementation authority. / 列明行為、款額、基金、交易方及執行授權。
Special resolution 特別決議	Matters requiring enhanced owner support under the statute. / 法例規定須較高業主支持度的事項。	Test every statutory limb; do not reduce it to a simple show-of-hands majority. / 核查每項法定條件，不可簡化為舉手多數。

RESOLUTION 決議	TYPICAL LEGAL FUNCTION 常見法律功能	DRAFTING DISCIPLINE 擬定要求
Resolution without dissent 無異議決議	High-impact matters for which no opposing vote is permitted. / 不容許任何反對票的重大事項。	Verify notice, voting entitlement and every recorded vote before implementation. / 執行前核實通知、表決資格及每項已記錄票數。

The correct threshold is a legal conclusion, not a preference. Where the Act, module or CMS requires a particular resolution, a lower threshold cannot validate the decision. Conversely, imposing an unnecessarily higher threshold may itself frustrate proper administration. The motion should identify its statutory basis before voting begins.

正確門檻屬法律結論而非偏好。如法例、模組或CMS規定特定決議，較低門檻不能令決策有效；反之，任意施加不必要的較高門檻，亦可能妨礙妥善行政。表決開始前，動議應列明其法定依據。

THE VOTING REQUIREMENT FOR EACH RESOLUTION 各類決議的表決要求

A motion must state on the agenda the type of resolution required to pass it. Where the Act, the regulation module or the community management statement prescribes a type, that type governs. Where none is prescribed, the issue can generally be decided by ordinary resolution, and the committee may be able to decide it unless it is a restricted issue.

動議須在議程上註明須以何類決議通過。凡法例、規管模組或社區管理聲明已規定類型者，即以該類型為準；若未規定，一般可以普通決議決定，而除屬受限制事項外，委員會亦可能有權決定。

RESOLUTION 決議	VOTING REQUIREMENT 表決要求	PRACTICE POINT 實務要點
Ordinary resolution 普通決議	Votes counted in favour exceed votes counted against. Each lot has one vote; a voter entitled to vote may request a poll, in which case the contribution schedule lot entitlements for and against are compared. 贊成票多於反對票。每個單元一票；有表決資格者可要求記名點票，則比較贊成與反對方的分攤權益總和。	Ties fail. Abstentions are not counted. This is the only type for which a poll may be requested. 同票則動議不獲通過。棄權票不計入。只有此類型可要求記名點票。
Special resolution 特別決議	Three cumulative conditions: at least two-thirds of the votes cast are in favour; the number of votes against is not more than 25% of the total number of lots; and the contribution schedule lot entitlements of the votes against are not more than 25% of the total for all lots in the scheme. 須同時滿足三項條件：投下的票中至少三分之二贊成；反對票數目不超過單元總數的25%；反對票所代表的分攤權益不超過項目內所有單元分攤權益總和的25%。	Failure of any one condition defeats the motion. Test each limb separately; a two-thirds show of hands is not the test. 任一條件不滿足，動議即告失敗。須逐項檢視；單憑三分之二舉手並非標準。
Majority resolution 多數決議	Votes counted in favour are more than 50% of the lots whose owners are entitled to vote on the motion. Votes must be in writing and proxies are not permitted. 贊成票須超過有權就該動議表決的單元的50%。表決須以書面作出，並不得委任代表。	The denominator is lots, not votes cast. Silence therefore operates against the motion. 分母是單元數目，而非已投票數。因此，沒有表決即等同不利於動議。

RESOLUTION 決議	VOTING REQUIREMENT 表決要求	PRACTICE POINT 實務要點
Resolution without dissent 無異議決議	No vote is counted against the motion. An owner who owes the body corporate a debt may still vote on a motion of this kind. 沒有任何反對票。即使業主尚欠業主法人團體款項，仍可就此類動議表決。	A single vote against defeats it. Abstention does not. Verify entitlement before, not after, the count. 一票反對即告失敗，棄權則否。須在點票前而非點票後核實表決資格。
Termination resolution 終止決議	Used only for a motion to terminate the scheme. At least 75% of all lot owners in the scheme must vote in favour. An owner who owes the body corporate a debt may vote. 僅用於終止項目的動議。須有項目內至少 75% 的單元業主投贊成票。尚欠款的業主亦可表決。	Measured against all owners in the scheme, not attendance. 以項目內全體業主為基準，而非以出席人數計算。

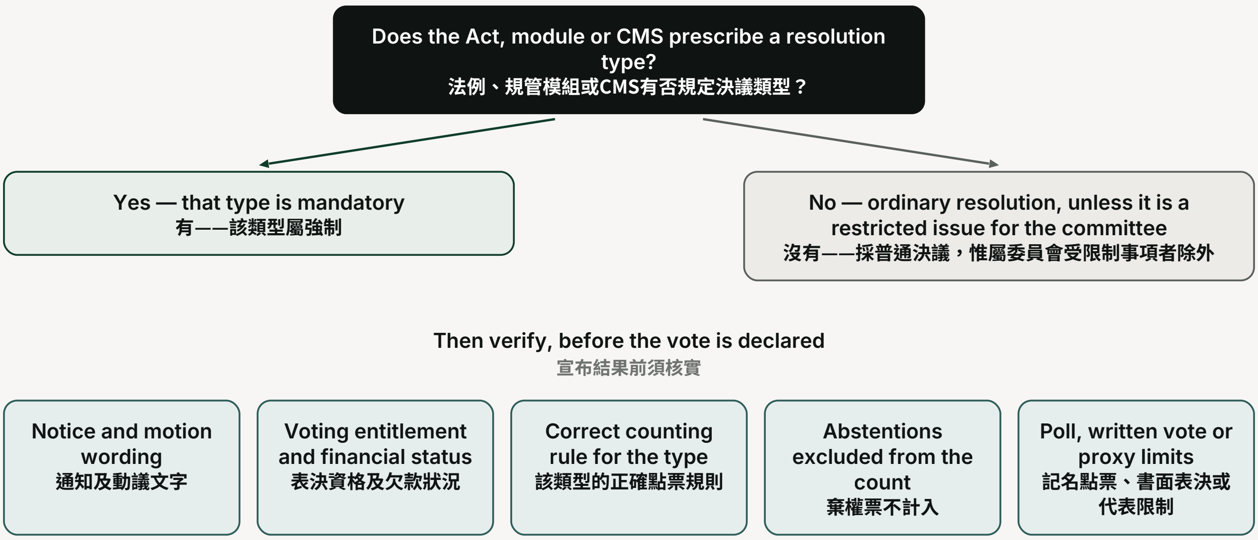
Two counting rules cut across all types. An abstention is not counted at all, so it neither assists nor obstructs a motion measured against votes cast — but it operates against a motion measured against the number of lots. And except for a resolution without dissent and a termination resolution, an owner who owes the body corporate a debt at the time of the meeting is not entitled to vote.

有兩項點票規則貫穿所有類型。棄權票完全不計入，故對以已投票數為基準的動議既無幫助亦無阻礙；但對以單元數目為基準的動議，則實際屬於不利。另外，除無異議決議及終止決議外，會議時尚欠業主法人團體款項的業主無權表決。

The practical discipline is to settle the resolution type when the motion is drafted, not when the votes are counted. A motion put as an ordinary resolution which the statute reserves to a special resolution does not become valid because it attracted overwhelming support, and the defect is usually discovered only when someone acts on the decision.

實務上的紀律，是在草擬動議時即確定決議類型，而非待點票時才處理。若法例規定須以特別決議處理的事項，卻以普通決議提出，即使獲壓倒性支持亦不會因此而有效；而此種瑕疵，往往要到有人依該決定行事時才被發現。

FIG 26 **Identifying and verifying the resolution** ／確認及核實決議類型



The threshold is a legal conclusion, not a preference. A lower threshold cannot validate a decision the statute reserves to a higher one, and an unnecessarily higher threshold can defeat proper administration.
門檻屬法律結論而非偏好。較低門檻不能令法例保留予較高門檻的決定變得有效；不必要地施加較高門檻，亦可能妨礙妥善行政。

13.6

Committee operation within the body corporate

委員會在業主法人團體內的運作

An authorised committee decision is a decision of the body corporate, but the committee remains confined by the Act and module. It cannot decide restricted issues, override a lawful general-meeting resolution or treat an office-holder's instruction as a collective decision. The committee must act reasonably and implement lawful body corporate decisions.

獲授權的委員會決策具有業主法人團體決策的效力，但委員會仍受法例及模組限制。它不能決定受限制事項、推翻合法全體大會決議，亦不能把一名職務人員的指示當作集體決策。委員會須合理行事，並執行業主法人團體的合法決議。

Chapter 14 develops the committee machinery in detail: composition, eligibility, authority classification, meetings, voting, owner motions, conflicts, finance, procurement, records, incidents and dispute escalation. The present chapter supplies the entity-level context within which those controls operate.

第14章詳細說明委員會機制，包括組成、資格、權限分類、會議、表決、業主動議、利益衝突、財務、採購、紀錄、事故及爭議升級。本章則提供上述控制機制運作所需的實體層級背景。

13.7

Budgets, funds, levies and arrears

預算、基金、管理費及欠款

Under the regulation modules, the body corporate adopts budgets and raises owner contributions. A Standard Module scheme ordinarily maintains an administrative fund for recurrent expenditure and a sinking fund for capital replacement and major non-recurrent expenditure. The budget is the financial expression of the body corporate's statutory and contractual obligations; a low levy does not remove a maintenance duty.

依規管模組，業主法人團體通過預算並向業主徵收分攤款。標準規管模組項目通常設行政基金支付經常性支出，並設儲備基金支付資本更換及重大非經常性支出。預算是業主法人團體法定及契約義務的財務表達；管理費偏低不會消除維修義務。

Contributions are usually allocated by the contribution schedule lot entitlements, subject to statutory exceptions and the nature of the expense. The body corporate must keep proper accounts, operate accounts in its name, control payments, reconcile receipts and recover arrears in accordance with the module. Discounts, penalties and debt recovery should be applied consistently and without informal waiver by an individual committee member.

分攤款一般按分擔額權益表分配，但須受法定例外及支出性質影響。業主法人團體須保存妥善帳目，以其名義操作帳戶，控制付款、核對收入，並依規管模組追收欠款。折扣、罰款及債務追收應一致執行，不得由個別委員非正式豁免。

FINANCIAL TEST 財務測試

For every material expense, identify: the legal duty or approved project; the correct fund; the budget provision; the spending authority; the quotation requirement; the contracting party; the signatory; and the evidence of completion.

每項重大支出均須確認：法律義務或已批准項目、正確基金、預算撥款、支出權限、報價要求、契約方、簽署人及完工證據。

13.8

Maintenance, improvements and asset stewardship

維修、改善及資產管理

The body corporate's core property function is to administer, manage and control common property and body corporate assets reasonably and for owners' benefit. Maintenance preserves the required condition; an improvement adds to or changes the property. Different approval and spending rules can apply, so labelling an improvement as maintenance does not avoid the correct resolution.

業主法人團體的核心財產職能，是為業主利益合理地行政、管理及控制共有財產及業主法人團體資產。維修旨在維持法定狀況；改善則增加或改變財產。兩者可適用不同批准及支出規則，因此把改善稱為維修，不能規避正確決議。

A competent operating system uses an asset register, condition assessments, planned-maintenance calendar, warranty register, defect register and capital forecast. Each asset should have a responsible party, service standard, inspection frequency, remaining life, replacement allowance and record location. Reactive repairs remain necessary, but they should not substitute for planned stewardship.

完善運作制度應包括資產登記冊、狀況評估、計劃維修日程、保養登記冊、缺陷登記冊及資本預測。每項資產均應列明責任方、服務標準、檢查頻率、剩餘壽命、更換撥備及紀錄位置。緊急修理仍屬必要，但不能取代計劃資產管理。

FIG 27 **Deciding a maintenance responsibility** ／判斷維修責任歸屬

Emergency work to protect persons or property may proceed first. That does not change who ultimately bears the cost, which should be settled on the documents afterwards.
為保障人身或財產的緊急工程可先行進行，但這不改變最終由誰承擔費用；該責任其後仍應依文件確定。

13.9

Insurance and risk allocation

保險及風險分配

The applicable module prescribes body corporate insurance obligations. The required cover may include building and public-risk insurance, but the precise result depends on the scheme and plan format. Body corporate insurance should not be described as covering every owner's contents, improvements, loss of rent, temporary accommodation or liability. Owners and occupiers require their own advice and cover.

適用規管模組規定業主法人團體的保險義務。所需保障可包括建築物及公眾責任保險，但實際結果取決於項目及圖則格式。不得把業主法人團體保險描述為涵蓋每名業主的家居財物、改善工程、租金損失、臨時住宿或責任。業主及佔用人須另行取得意見及保險。

The body corporate should maintain current valuations, policy schedules, disclosure to insurers, claims protocols and an insurance-risk register. After an incident, immediate protection and evidence preservation come first; ultimate responsibility, recovery and contribution are determined after the plan, maintenance duty, contract, causation and policy are analysed. Admissions and irreversible rectification should be controlled.

業主法人團體應保存最新估值、保單附表、向保險人的披露、索償程序及保險風險登記冊。事故後應先作即時保護及保存證據；最終責任、追償及分攤，須在分析圖則、維修義務、契約、因果及保單後決定。承認責任及不可逆修復工程均須受控。

13.10

Managers, caretakers, letting agents and other contractors

管理人、管理維護人、出租代理人及其他承包商

A body corporate may engage a body corporate manager for administrative services, a service contractor for specified services and, where authorised, a letting agent to conduct a letting business for participating owners. It may also engage specialist maintenance, fire, lift, cleaning, security, legal, accounting and engineering providers. Each role arises from its statute and contract; labels do not create authority.

業主法人團體可委任業主法人管理人提供行政服務、委任服務承包商提供指定服務，並在獲授權情況下委任出租代理人為選擇參與的業主經營出租業務；亦可委任專業維修、消防、升降機、清潔、保安、法律、會計及工程服務提供者。每個角色的權限來自法例及契約；名稱本身不產生權力。

The engagement should identify scope, performance standard, term, remuneration, escalation, reporting, insurance, conflicts, records, variation, assignment and termination. The body corporate remains responsible for governance even when administration is outsourced. It should own the bank account, data, credentials and institutional records needed to change providers without operational paralysis.

委任文件應列明範圍、履約標準、期限、報酬、調價、報告、保險、利益衝突、紀錄、變更、轉讓及終止。即使行政工作外判，治理責任仍屬業主法人團體。業主法人團體應控制銀行帳戶、數據、登入資料及機構紀錄，以便更換服務提供者時不致癱瘓運作。

13.11

Records, transparency and owner participation

紀錄、透明度及業主參與

The body corporate record is the institutional memory of the scheme. It should include the CMS and plans, roll, notices, motions, minutes, voting records, financial statements, budgets, contribution notices, bank records, contracts, quotations, insurance, asset and maintenance material, correspondence and dispute files. Statutory access rights apply to many records; confidentiality labels do not displace the legislation.

業主法人團體紀錄是項目的機構記憶，應包括CMS及圖則、名冊、通知、動議、會議紀錄、表決紀錄、財務報表、預算、分攤款通知、銀行紀錄、契約、報價、保險、資產及維修資料、往來文件及爭議檔案。許多紀錄受法定查閱權規管；保密標籤不能排除法例。

Transparency does not require uncontrolled publication. Personal information, privileged advice, arrears information, health material, security records and allegations should be handled for a lawful purpose and through the correct access process. Owner communications should state the decision, authority, financial effect, implementation status and review pathway without unnecessary personal commentary.

透明度不代表可以不受控制地公開資料。個人資料、受法律專業保密特權保障的意見、欠款資料、健康資料、保安紀錄及指控，須為合法目的並依正確查閱程序處理。向業主的通訊應列明決策、權限、財務效果、執行狀況及覆核途徑，避免不必要的人身評論。

13.12

By-laws, approvals and compliance

管理規約、批准及合規

By-laws regulate use and enjoyment within statutory limits. They do not transfer ownership, create a general power to impose fines or validate unreasonable administration. An approval application should be decided by the correct body, within the applicable period, on relevant evidence and with lawful, proportionate conditions. A committee preference is not a registered by-law.

管理規約在法定限制內規管物業的使用及享用。管理規約不會轉移所有權、產生一般罰款權力，亦不能令不合理行政合法化。批准申請應由正確機關在適用期限內，根據相關證據作決定，並只施加合法及相稱條件。委員會偏好並非已註冊管理規約。

Enforcement should identify the precise by-law and conduct, preserve evidence, use the correct contravention notice where required, allow a fair response and select a lawful forum. Informal escalation, public accusation or selective enforcement can damage both the legal case and community confidence. The body corporate must act reasonably throughout.

執行管理規約時，應指出確切管理規約及行為、保存證據、在需要時使用正確違規通知、給予公平回應機會，並選擇合法處理機關。非正式升級、公開指控或選擇性執法，可同時損害法律個案及社區信任。業主法人團體在整個過程中均須合理行事。

13.13

Disputes and decision review

爭議及決策覆核

Most BCCM disputes should begin with reasonable self resolution supported by a clear chronology, the governing instrument, the challenged decision and the outcome sought. Conciliation and adjudication are central statutory pathways, while some contractual, management-rights, debt, urgent, appellate or court matters follow different routes. Forum, standing, time limits and settlement authority require early analysis.

大部分BCCM爭議應先進行合理自行解決，並備有清晰時序、適用文件、受挑戰決策及所求結果。調解及裁決是主要法定途徑；部分契約、管理權、債務、緊急、上訴或法院事項則採用不同程序。處理機關、申請資格、期限及和解權限須及早分析。

A dispute is also a governance audit. After resolution, the body corporate should correct the underlying system—motion drafting, records, by-laws, asset controls, contract management, communications or training—rather than treating the outcome as an isolated event.

爭議亦是一次治理審核。解決後，業主法人團體應修正引起問題的制度，例如動議擬定、紀錄、管理規約、資產控制、契約管理、通訊或培訓，而不應把結果視為孤立事件。

13.14

Original-owner transition, layered schemes and annual cycle

原始業主交接、分層級項目及年度循環

During the original-owner control period, the body corporate already exists but practical control may remain concentrated. The first annual general meeting and handover should secure the CMS, plans, approvals, accounts, insurance, warranties, contracts, as-built documents, asset data, keys, access credentials, defect material and development commitments. Statutory disclosure and contracting controls should be tested, not assumed.

在原始業主控制期內，業主法人團體已經存在，但實際控制可能仍高度集中。首屆年度大會及交接應取得CMS、圖則、批准、帳目、保險、保養、契約、竣工文件、資產數據、鑰匙、登入資料、缺陷資料及發展承諾。法定披露及訂約限制必須核查，不可假設已獲遵守。

In a layered arrangement, a subsidiary body corporate is a member of a principal scheme. Decisions, services and costs may move through more than one entity, so the operating file should contain a hierarchy diagram, upstream CMS documents, representation authority, shared-service arrangements and a cost-allocation matrix. Owners should be told which entity owns the issue and which meeting can decide it.

在分層級架構中，附屬項目的業主法人團體是主要項目的成員。決策、服務及成本可能經過多於一個實體，因此運作檔案應備有層級圖、上層CMS文件、代表權限、共用服務安排及成本分配矩陣。業主應獲告知由哪個實體負責事項，以及哪個會議有權決定。

CYCLE 循環	ENTITY-LEVEL WORK 實體層級工作	EVIDENCE 證據
Monthly 每月	Cash, arrears, incidents, claims, actions, contracts and urgent maintenance. / 現金、欠款、事故、索償、行動、契約及緊急維修。	Exception report and action register. / 例外報告及行動登記冊。
Quarterly 每季	Budget variance, asset risk, procurement, insurance changes and contractor performance. / 預算差異、資產風險、採購、保險變更及承包商表現。	Dashboard, contract and risk registers. / 儀表板、契約及風險登記冊。
Annually 每年	AGM, budgets, levies, elections, insurance, forecasts, contracts, records and next-year priorities. / 年度大會、預算、管理費、選舉、保險、預測、契約、紀錄及來年優先事項。	Approved motions, minutes and controlled handover. / 已通過動議、會議紀錄及受控交接。

WHOLE-SYSTEM TEST 整體制度測試

For any issue, answer five questions: What property or legal relationship is affected? Which entity has the function? Which forum has authority? What money and contract implement the decision? What retained record proves completion?

每項事項均須回答五個問題：涉及甚麼財產或法律關係？哪個實體具有職能？哪個途徑有權決策？由哪項資金及契約執行？保存甚麼紀錄證明完成？

CHAPTER 14 · 第14章

14

Operating an Effective Body Corporate Committee

有效運作業主法人團體委員會

14.1 The legal architecture of committee power
委員會權力的法律架構

14.2 The committee's role and the limits of office
委員會職能及職位限制

14.3 Composition, eligibility, vacancies and succession
組成、資格、空缺及承接

14.4 Classify authority before considering merit
衡量利弊前先分類權限

14.5 Calling a decision-ready committee meeting
召開可供決策的委員會會議

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14.9 Resolution, owner opposition and lawful implementation
決議、業主反對及合法執行

14.10 Conflicts, debt, the code and reasonableness
利益衝突、債務、守則及合理性

14.11 Delegation and managing the body corporate manager
授權及管理業主法人管理人

14.12 Financial architecture and payment control
財務架構及付款控制

14.13 Spending limits, major spending and quotations
開支上限、重大開支及報價

14.14 Procurement as a controlled legal process
採購作為受控法律程序

14.15 Contract governance and contractor performance
契約治理及承包商表現

14.16 Minutes, records, the data room and privilege / 會議紀錄、法定紀錄、資料室及保密特權

14.17 Communications, privacy and defamation control
通訊、私隱及誹謗控制

14.18 By-law administration and owner applications
管理規約行政及業主申請

14.19 Incidents, defects, safety and insurance
事故、缺陷、安全及保險

14.20 Dispute strategy and escalation
爭議策略及升級

14.21 The first 90 days of a new committee
新委員會首90日

14.22 Annual governance calendar and assurance cycle
年度治理日程及核證循環

14.23 Decision drafting, minutes and the committee dashboard
決策擬定、會議紀錄及委員會儀表板

Chapter 13 explains the body corporate as the statutory entity. This chapter narrows the inquiry to its committee: the decision-making organ that administers day-to-day affairs within statutory limits, implements lawful general-meeting decisions and preserves a record capable of withstanding owner scrutiny, regulatory review and dispute resolution. It is not a Corporations Act board, a social club or a substitute building manager.

第13章說明業主法人團體作為法定實體的運作。本章把焦點收窄至其委員會：該法定決策機關在權限內管理日常事務、執行全體業主大會的合法決議，並保存足以承受業主審查、監管檢視及爭議解決程序的紀錄。它並非《公司法》董事會、社交會所或大廈管理人的替代者。

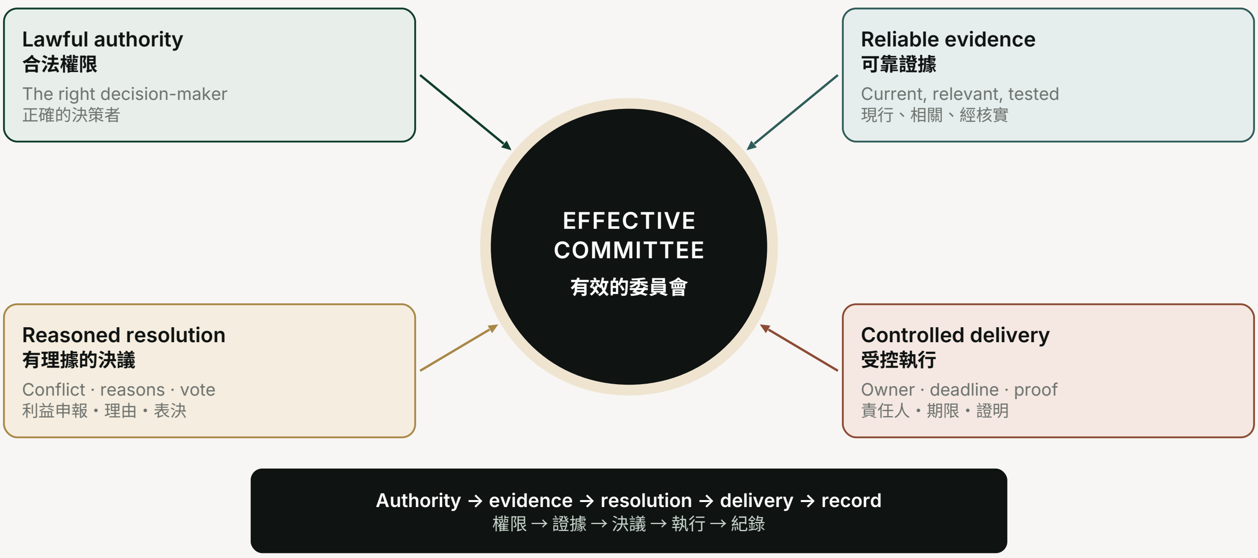
The committee discipline is sequential: begin with the entity-level function identified in Chapter 13; classify the decision; test committee authority and procedure; obtain proportionate evidence; manage conflicts; resolve in exact terms; observe any implementation hold; and verify delivery. Commercial enthusiasm cannot cure a legal defect. Equally, legal compliance without competent delivery does not protect the asset.

委員會須依次遵守下列紀律：先確認第13章所述的實體層級職能；分類決策；核查委員會權限及程序；取得相稱證據；管理利益衝突；以明確文字作出決議；遵守任何執行等待期；以及核證執行情況。商業上的熱切不能補救法律缺陷；反之，只有法律合規而欠缺有效執行，亦不能保障資產。

Scope of Chapters 13 and 14 | 第13及14章範圍
Chapter 13 addresses the body corporate as a whole. Chapter 14 addresses committee governance and principally uses the Standard Module as its working model. Accommodation and Commercial Modules must be checked separately; Small Schemes, Specified Two-lot Schemes and site-specific resort legislation use different structures. Read the current Act, applicable module and registered CMS together.

第13章處理業主法人團體整體運作；第14章處理委員會治理，並主要以標準規管模組作工作範本。住宿及商業規管模組須分別核對；小型項目、指定兩單元項目及特定地點度假村法例採用不同架構。必須一併閱讀現行法例、適用模組及已註冊CMS。

FIG 28 **Effective committee operating model** ／ 有效委員會運作模式



14.1

The legal architecture of committee power

委員會權力的法律架構

The Body Corporate and Community Management Act 1997 (Qld) creates the body corporate, states its core functions and provides that it must act reasonably. Section 100 gives an authorised committee decision the status of a body corporate decision, but excludes restricted issues and separately requires the committee to act reasonably. Section 101 places committee procedure and power in the applicable regulation module and requires implementation of lawful body corporate decisions.

《1997年業主法人團體及社區管理法》（昆士蘭）設立業主法人團體、列明其核心職能，並規定其須合理行事。第100條使獲授權的委員會決策具有業主法人團體決策的效力，但排除受限制事項，並另行要求委員會合理行事。第101條把委員會程序及權力交由適用規管模組規定，並要求委員會執行業主法人團體的合法決議。

INSTRUMENT 文件	LEGAL FUNCTION 法律功能	COMMITTEE QUESTION 委員會問題
BCCM ActBCCM法	Creates powers, duties, reasonableness, codes and dispute architecture. 設立權力、義務、合理性要求、守則及爭議架構。	What statutory purpose and limit apply? 適用何種法定目的及限制？
Regulation module 規管模組	Controls elections, meetings, voting, spending, records and contracts. 規管選舉、會議、表決、開支、紀錄及契約。	Which module is recorded in the CMS? CMS記錄哪一模組？
Registered CMS 已註冊CMS	Identifies the scheme, module, entitlements and by-laws. 識別項目、模組、權益及管理規約。	Does the proposal fit the registered scheme rules? 提案是否符合已註冊項目規則？
Prior resolutions + contracts 先前決議＋契約	Reserve issues, confer operational authority and create obligations. 保留事項、授予營運權限並產生義務。	Has authority already been given, limited or exhausted? 權限是否已授予、受限或用盡？

14.2

The committee’s role and the limits of office

委員會職能及職位限制

The committee usually administers day-to-day affairs, makes decisions within power and supervises implementation. Office-holders have defined procedural functions; they do not obtain a free-standing authority to bind the body corporate. A chairperson manages the meeting, a secretary manages notices and records, and a treasurer supports financial administration. The collective resolution remains the source of authority unless legislation or a valid authorisation says otherwise.

委員會通常管理日常事務、在權限內作出決策，並監督執行。各職位具有特定程序職能，但不因此取得可獨立約束業主法人團體的權力。主席管理會議；秘書管理通知及紀錄；財務協助財務行政。除非法律或有效授權另有規定，權限仍源自集體決議。

- Separate decision authority from administrative execution.
- Do not allow an email from one office-holder to become an undocumented contract variation.
- Require every instruction to identify the supporting resolution and authority limit.
- Escalate legal, structural, safety, insurance and major financial risk to appropriately qualified advisers.

- 把決策權限與行政執行分開。
- 不得讓一名職務人員的電郵變成未經記錄的契約變更。
- 每項指示均須列明支持決議及權限上限。
- 把法律、結構、安全、保險及重大財務風險升級交由適當合資格顧問處理。

14.3

Composition, eligibility, vacancies and succession

組成、資格、空缺及承接

Under the Standard Module, voting members comprise the chairperson, secretary, treasurer and ordinary members, subject to the statutory maximum and eligibility rules. Body corporate managers and caretaking service contractors are generally non-voting members. A vacancy can arise through resignation, ineligibility, removal, specified absences, death or other prescribed events. The committee should treat eligibility as a standing agenda control, not an annual election formality.

根據標準規管模組，表決委員包括主席、秘書、財務及一般委員，但受法定人數上限及資格規則約束。業主法人管理人及管理維護服務承包商一般屬無表決權委員。空缺可因辭職、喪失資格、被免職、特定缺席、死亡或其他訂明事件而產生。委員會應把資格核查視為常設議程控制，而非年度選舉的形式程序。

CONTROL 控制	PARTNER-LEVEL PRACTICE 合夥人級實務	EVIDENCE RETAINED 保存證據
Eligibility 資格	Check ownership or nomination basis, prohibited service roles, debt status for voting and any disqualifying event. 核查所有權或提名基礎、受禁止服務角色、表決債務狀況及任何喪失資格事件。	Roll, nomination, declarations and debt-status check. 名冊、提名、聲明及債務狀況核查。
Vacancy 空缺	Diary the one-month Standard Module period to appoint an eligible replacement or call a general meeting; if below quorum, call the meeting. 記錄標準模組的一個月期限，以委任合資格替補或召開全體大會；如低於法定人數，須召開大會。	Vacancy notice, resolution, notice of meeting and appointment record. 空缺通知、決議、大會通知及委任紀錄。
Succession 承接	Maintain an annual office-holder handover covering records, passwords, banking, contracts, claims and deadlines. 每年辦理職務交接，涵蓋紀錄、密碼、銀行、契約、索償及期限。	Signed handover checklist and access register. 已簽署交接清單及存取登記冊。

14.4

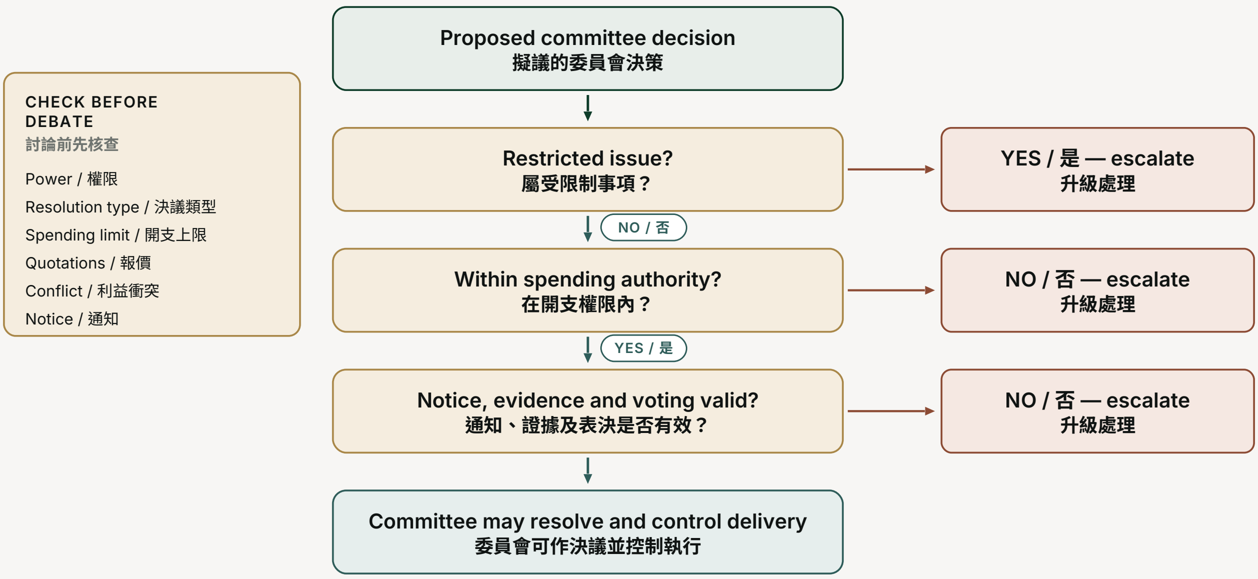
Classify authority before considering merit

衡量利弊前先分類權限

The first question is not whether a proposal is attractive; it is whether the committee may lawfully decide it. Under Standard Module section 52, restricted issues include fixing or changing contributions, changing owners' rights or obligations, an issue reserved by ordinary resolution, matters requiring a specified general-meeting resolution and most decisions to start proceedings. Committee-member remuneration is also restricted except within narrow statutory pathways.

首要問題並非提案是否吸引，而是委員會能否合法決定。根據標準規管模組第52條，受限制事項包括訂定或更改分攤款、改變業主權利或義務、由普通決議保留的事項、須以指定全體大會決議決定的事項，以及大多數展開法律程序的決策。委員報酬亦屬受限制事項，除非落入狹窄法定途徑。

FIG 29 **Decision-authority gateway** ／決策權限閘門



GATEWAY 閘門	REQUIRED CONCLUSION 必須作出的結論	IF UNCERTAIN 如有不確定
Subject 事項	Committee issue or restricted/general-meeting issue? 屬委員會事項，或受限制／全體大會事項？	Do not vote; obtain advice or frame a general-meeting motion. 不得表決；取得意見或擬定全體大會動議。
Money 款項	Correct fund, whole-project cost, budget treatment and spending limit? 基金、整體項目成本、預算處理及開支上限是否正確？	Separate budgeting from spending authority and escalate approval. 把預算與開支授權分開，並升級批准。
Procedure 程序	Valid notice, motion, quorum, voting eligibility and evidence? 通知、動議、法定人數、表決資格及證據是否有效？	Adjourn, recirculate or correct before decision. 押後、重新傳閱或在決策前更正。

GATEWAY 閘門	REQUIRED CONCLUSION 必須作出的結論	IF UNCERTAIN 如有不確定
Delivery 執行	Opposition period, contract authority, responsible person and verification? 反對期限、契約授權、責任人及核證是否清楚？	Do not instruct work or pay until the control is satisfied. 控制未符合前，不得指示工程或付款。

14.5

Calling a decision-ready committee meeting

召開可供決策的委員會會議

Under the Standard Module, the secretary—or the chairperson in the secretary's absence—may call a committee meeting. A written request supported by enough members to form a quorum ordinarily requires the meeting to be held within 21 days. Written notice must generally be given to committee members at least seven days before the meeting; a two-day period is available only through the prescribed unanimous agreement pathway. Owner advice and the agenda are given at the same time, subject to an owner's opt-out.

根據標準規管模組，秘書可召開委員會會議；秘書缺席時由主席召開。獲足以構成法定人數的委員書面要求後，一般須在21日內舉行會議。會議書面通知通常須至少提前七日送交委員；只有依訂明全體同意途徑方可縮短至兩日。除業主選擇不接收外，業主通知及議程須同時發出。

A decision-ready agenda states the substance of each issue and attaches the exact proposed motion, authority analysis, material evidence, cost, funding source, quotation comparison, conflicts and recommended reasons. The agenda must also include confirmation of the preceding minutes and relevant resolutions passed outside meetings. Information items should be labelled as such; discussion alone is not approval.

可供決策的議程須列明每項事項的實質內容，並附上完整擬議動議、權限分析、重要證據、成本、資金來源、報價比較、利益衝突及建議理由。議程亦須包括確認上次會議紀錄及相關會議外決議。僅供參考事項須清楚標示；單純討論並不構成批准。

> **AGENDA DRAFTING RULE 議程擬定規則**
>
> One decision per motion. Name the contracting party, scope, price including GST, fund, term, options, authority to sign, implementation hold, reporting obligation and record location.
>
> 每項動議只處理一項決策。列明契約方、工作範圍、含GST價格、基金、期限、續期權、簽署授權、執行等待、報告義務及紀錄位置。

14.6

Quorum, attendance, chairing and voting at meetings

法定人數、出席、主持及會議表決

For a Standard Module committee meeting, a quorum is at least half the number of voting members. A debtor member may still count for quorum but is ineligible to vote in the circumstances prescribed by section 64. A motion is decided by a majority of votes cast by voting members present and entitled to vote. Each voting member has one vote, even if one person holds multiple executive offices. Electronic attendance requires committee authorisation; proxy use is separately regulated and may be prohibited.

在標準規管模組委員會會議中，法定人數為至少一半表決委員。欠債委員在第64條訂明情況下雖不具表決資格，仍可計入法定人數。動議由出席並有權表決的委員所投票數過半決定。每名表決委員只有一票，即使一人兼任多項執行職務亦然。電子出席須獲委員會授權；代理表決另受規管，並可能被禁止。

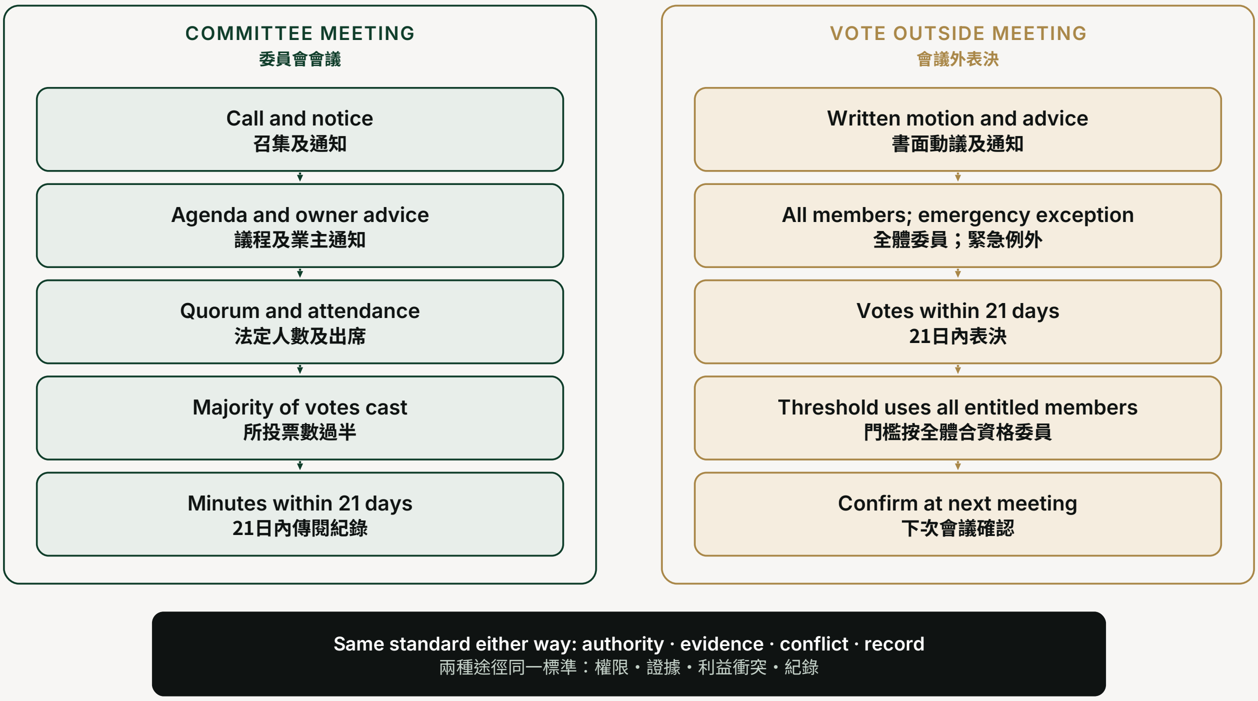
ATTENDEE 出席者	RIGHT 權利	CONTROL 控制
Voting member 表決委員	Attend, deliberate and vote if eligible. 如符合資格，可出席、審議及表決。	Confirm identity, capacity, debt status, proxy and conflict. 確認身份、資格、債務狀況、代理及利益衝突。
Non-voting member 無表決權委員	Attend and provide operational information; no vote. 可出席並提供營運資料；無表決權。	May be excluded from engagement, dispute or authorisation items as prescribed. 可按規定排除於委任、爭議或授權事項之外。
Owner/representative 業主／代表	May observe after the prescribed written notice; speaks only if invited. 按規定書面通知後可旁聽；僅在獲邀時發言。	May be excluded for specified sensitive items; record the decision and capacity. 可就指定敏感事項被排除；記錄決策及身份。
Adviser/contractor 顧問／承包商	Attends only by majority invitation and for a defined purpose. 僅可因特定目的獲過半數委員邀請出席。	Time-box attendance; leave before deliberation unless required. 限制出席時間；除有需要外，在審議前離席。

14.7

Voting outside a committee meeting

委員會會議外表決

FIG 30 Committee meeting and voting routes ／委員會會議及表決路徑



A vote outside a meeting is not an informal email poll. Standard Module sections 68 and 69 require notice of the motion to all committee members, or in an emergency to as many as practicable, and advice to owners at the same time or as soon as practicable in an emergency. Votes are ordinarily written and must be given within 21 days. The approval threshold is a majority of all members entitled to vote; the motion is decided against if one-half or more do not agree and is taken not to be agreed if no statutory decision is reached within the period. It must be confirmed at the next committee meeting.

會議外表決並非非正式電郵民調。標準規管模組第68及69條要求把動議通知所有委員；緊急時則通知在實際可行情況下可聯絡的最多委員，並同時或在緊急情況下盡快通知業主。表決通常須以書面作出，並在21日內提交。批准門檻為全體有權表決委員的過半數；如有一半或以上不贊成，動議即告失敗；如期限內未能達成法定結果，亦視為未獲通過。決議須在下次委員會會議確認。

COMMON ERROR 常見錯誤

The threshold outside a meeting is not simply a majority of the replies received. Silence can determine the outcome because the statutory denominator is all committee members entitled to vote.

會議外表決門檻並非僅以已收到回覆的過半數計算。由於法定分母是全體有權表決委員，沒有回覆亦可決定結果。

14.8

Owner-submitted motions, decision periods and animal requests

業主動議、決策期限及動物申請

A member may submit a motion to the secretary. Under Standard Module section 58, the committee must generally decide it as soon as reasonably practicable and within six weeks. Before expiry, the committee may give a reasoned written notice extending the period by no more than a further six weeks. The committee need not decide certain repetitive motions and must not decide a restricted, unlawful, unenforceable or conflicting motion. If the statutory period expires without decision, the motion is taken not to be agreed.

成員可向秘書提交動議。根據標準規管模組第58條，委員會一般須在合理可行的最短時間內，並在六星期內作出決定。期限屆滿前，委員會可發出附理由書面通知，把期限延長不多於額外六星期。委員會無須決定某些重複動議，亦不得決定受限制、違法、不可執行或相衝突的動議。如法定期限屆滿仍未決定，動議視為未獲通過。

Animal requests follow a distinct 21-day regime. Where a by-law requires written approval and the committee may decide the request, failure to decide within the prescribed period produces deemed approval. The committee must give written notice of an express or deemed decision. Conditions should be lawful, reasonable, evidence-based and directed to the particular animal and scheme circumstances—not an indirect blanket prohibition.

動物申請適用獨立的21日期限制度。如管理規約要求書面批准，而委員會有權決定申請，未在訂明期限內決定會產生視為批准。委員會須就明示或視為決策發出書面通知。任何條件均應合法、合理、有證據基礎，並針對特定動物及項目情況，而非變相全面禁止。

REQUEST 申請	DIARY CONTROL 期限控制	REQUIRED RECORD 必須紀錄
General owner motion 一般業主動議	Six weeks; written extension before expiry up to a further six weeks. 六星期；屆滿前書面延長最多額外六星期。	Date received, exact motion, decision/non-decision reason and notice. 收件日、完整動議、決定／不決定理由及通知。
Animal request 動物申請	Decision within 21 days or deemed approval. 21日內決定，否則視為批准。	Request date, animal details, conditions and decision notice. 申請日、動物資料、條件及決策通知。

14.9

Resolution, owner opposition and lawful implementation

決議、業主反對及合法執行

FIG 31 **Committee decision and delivery workflow** ／委員會決策及執行流程

Under the Standard Module, owners representing at least one-half of the lots may give a notice opposing implementation of a committee resolution within seven days after the relevant minutes or record of motion is given. Routine administrative resolutions involving no more than the prescribed small amount and animal approvals are excluded. Section 73 therefore generally prevents implementation until the opposition period expires, unless an emergency, ratification, routine-administration or animal-approval exception applies.

根據標準規管模組，代表至少一半單元的業主可在相關會議紀錄或動議紀錄送達後七日內，發出反對執行委員會決議的通知。涉及不超過訂明小額的例行行政決議及動物批准不在此限。因此，第73條一般禁止在反對期限屆滿前執行，除非適用緊急、追認、例行行政或動物批准例外。

The implementation instruction should be a controlled document. It identifies the resolution, confirms expiry or exception to the opposition hold, names the authorised signatory and delivery owner, states the price and fund, limits variations, sets milestones, requires evidence of completion and identifies the record repository. Payment is not the final control; warranty, defects, as-built information and asset-register updates must also be closed.

執行指示應屬受控文件。文件須列明決議、確認反對等待期已屆滿或適用例外、指定獲授權簽署人及執行責任人、列明價格及基金、限制變更、設定里程碑、要求完成證據，並指出紀錄儲存位置。付款並非最後控制；保養、缺陷、竣工資料及資產登記冊更新亦須完成。

14.10

Conflicts, debt, the code and reasonableness

利益衝突、債務、守則及合理性

A voting member must disclose a direct or indirect interest that could conflict with proper performance and must not vote on the affected motion. The same discipline applies to proxy holders. Debt can remove voting eligibility without removing the member from the quorum count. These are not technicalities: an ineligible vote can alter the majority, undermine the decision and contaminate the record.

表決委員如有可能與妥善履行職責相衝突的直接或間接利益，必須申報，並不得就受影響動議表決。同一紀律亦適用於代理人。債務可使委員喪失表決資格，但該委員仍可計入法定人數。這些並非枝節；不合資格票可改變多數結果、削弱決策效力並污染紀錄。

Schedule 1A of the Act requires committee voting members to commit to understanding the legislation, act honestly and fairly, avoid unfair or unreasonable disclosure, act in the body corporate's best interests unless unlawful, take reasonable compliance steps, avoid nuisance and disclose conflicts. Sections 94 and 100 require reasonableness. A robust process identifies the statutory purpose, considers relevant evidence and affected interests, excludes irrelevant or discriminatory considerations, records an intelligible path of reasoning and remains proportionate.

法例附表1A要求表決委員致力理解法例、誠實公平行事、避免不公平或不合理披露、在不違法情況下以業主法人團體最佳利益行事、採取合理合規步驟、避免滋擾並申報利益衝突。第94及100條要求合理行事。穩健程序會確認法定目的、考慮相關證據及受影響利益、排除無關或歧視性因素、記錄可理解的推理路徑，並保持相稱。

GOOD-FAITH PROTECTION IS QUALIFIED 善意保障附有限制

Section 101A protects a committee member from civil liability only for an act or omission done in good faith and without negligence. It expressly does not extend to publication of defamatory matter. Accurate records and disciplined communications are therefore risk controls, not merely courtesy.

第101A條只在委員善意且無疏忽作出行為或遺漏時提供民事責任保障，並明確不延伸至發布誹謗內容。因此，準確紀錄及審慎通訊屬風險控制，而非單純禮貌。

14.11

Delegation and managing the body corporate manager

授權及管理業主法人管理人

A body corporate manager is an administrator and may exercise authorised functions; the manager is not a parallel committee. Authority must be traced to the Act, module, engagement, resolution and any transaction limit. A manager's decision inconsistent with a committee decision is void to the extent of the inconsistency. Where a manager is specially engaged to perform committee and executive functions because a committee cannot be constituted, a separate statutory regime applies and should not be confused with an ordinary administrative engagement.

業主法人管理人屬行政服務提供者，可行使獲授權職能；管理人並非與委員會並行的另一決策機關。權限必須追溯至法例、模組、委任契約、決議及任何交易限額。管理人的決策如與委員會決策不一致，在不一致範圍內無效。如因無法組成委員會而特別委任管理人履行委員會及執行職能，則適用獨立法定制度，不應與一般行政委任混淆。

DELEGATED FIELD 授權欄位	REQUIRED LIMIT 必須限制	COMMITTEE ASSURANCE 委員會核證
Banking 銀行	Named accounts, transaction ceiling, dual controls and no cash. 指定帳戶、交易上限、雙重控制及禁止現金。	Monthly reconciliation, exception report and access review. 每月對帳、例外報告及存取權限檢討。
Procurement 採購	Quote authority only; no contract or variation unless resolved. 只授權索取報價；未經決議不得訂約或變更。	Supplier/conflict register and whole-project review. 供應商／利益衝突登記及整體項目檢討。
Correspondence 通訊	Templates and approved positions; no admissions or legal compromise. 使用範本及已批准立場；不得承認責任或法律和解。	Escalation matrix for complaints, claims and lawyers’ letters. 投訴、索償及律師函件升級矩陣。
Records 紀錄	Body corporate ownership, controlled repository and exit handover. 由業主法人團體擁有、受控儲存及離任交接。	Quarterly access test and annual completeness audit. 每季存取測試及每年完整性審核。

14.12

Financial architecture and payment control

財務架構及付款控制

The administrative and sinking funds serve different purposes. Capital, non-recurrent and periodic major replacement spending is ordinarily met from the sinking fund; other spending is met from the administrative fund. The accounts must be held solely in the body corporate’s name and payments require a written request or evidence. Where a body corporate manager administers a fund, monthly reconciliation statements must be prepared within 21 days after month-end.

行政基金及儲備基金具有不同用途。資本性、非經常性及定期重大更換開支通常由儲備基金支付；其他開支由行政基金支付。帳戶須只以業主法人團體名義持有，付款須有書面要求或證據。如基金由業主法人管理人管理，每月對帳表須在月底後21日內編製。

- Adopting a budget does not by itself authorise each contract or invoice.
- Link every payment to a resolution, contract, fund, invoice, certification and GST treatment.
- Separate vendor creation, invoice entry, approval and payment release wherever practicable.
- Report cash, arrears, commitments, forecast variance and unbudgeted exposure—not merely bank balance.

- 通過預算本身並不授權每份契約或發票。
- 把每筆付款連結至決議、契約、基金、發票、核證及GST處理。
- 在實際可行情況下，分開供應商建立、發票輸入、批准及付款放行。
- 報告現金、欠款、已承擔款項、預測差異及預算外風險，而非只報銀行結餘。

14.13

Spending limits, major spending and quotations

開支上限、重大開支及報價

Unless changed by ordinary resolution, the Standard Module default committee spending limit is $200 multiplied by the number of lots, or layered lots for a principal scheme. The default major-spending limit is the lesser of $1,100 multiplied by the relevant lot count and $10,000. The limits must be rechecked at the time of decision. A series of proposals forming one project is assessed as a whole; project splitting does not avoid the legislation.

除非以普通決議更改，標準規管模組的預設委員會開支上限為200澳元乘以單元數；主要項目則按分層單元數計算。預設重大開支上限為1,100澳元乘以相關單元數與10,000澳元兩者中的較低者。作出決策時必須重新核查門檻。構成同一項目的連串提案須按整體評估；拆分項目不能規避法例。

Spending above the committee limit ordinarily requires specific ordinary-resolution authority or another express statutory pathway. Major spending generally requires at least two quotations; an exceptional single-source reason must be genuine, documented and circulated or considered as the module requires. Quotations are evidence, not the decision: the committee or general meeting may select a higher-priced option if the reasons are lawful, relevant, proportionate and recorded.

超越委員會上限的開支通常須有特定普通決議授權，或落入另一明確法定途徑。重大開支一般須取得至少兩份報價；如因例外原因只有單一來源，原因必須真實、記錄在案，並按規管模組要求傳閱或審議。報價是證據而非決策本身；如理由合法、相關、相稱並有記錄，委員會或全體大會可選擇較高價格方案。

14.14

Procurement as a controlled legal process

採購作為受控法律程序

FIG 32 **Procurement and contract control gates** ／ 採購及契約控制閘門

Stop if authority, whole-project cost, quotation evidence or conflict disclosure is unclear. Never split one project to avoid a statutory threshold.
如授權、整體項目成本、報價證據或利益申報不清楚，應立即停止。不得拆分同一項目以規避法定門檻。

Procurement should begin with a defined outcome and specification, not with a preferred supplier's quotation. The committee then identifies the statutory decision-maker, fund, whole-project cost and quotation requirements. Conflicts, referral benefits and related-party interests are disclosed before evaluation. The evaluation matrix should compare compliance, capability, methodology, programme, insurance, warranties, exclusions, price and whole-of-life cost.

採購應由明確成果及規格開始，而非由偏好供應商的報價開始。委員會其後確認法定決策者、基金、整體項目成本及報價要求。利益衝突、轉介利益及關聯方利益須在評估前申報。評估矩陣應比較合規、能力、方法、進度、保險、保養、排除項目、價格及全生命週期成本。

GATE 閘門	MINIMUM CONTROL 最低控制	RED FLAG 警號
Scope 範圍	Site inspection, deliverables, assumptions, interfaces and acceptance criteria. 現場檢查、交付物、假設、介面及驗收準則。	Quotes cannot be compared or exclude obvious interfaces. 報價不可比較或排除明顯介面。
Market 市場	Comparable invitations, declared relationships and documented scoring. 可比較邀請、已申報關係及記錄評分。	The manager controls the tender and recommends a related supplier without disclosure. 管理人控制招標並在未披露下推薦關聯供應商。
Contract 契約	Scope, price, GST, term, programme, insurance, variation, defect and termination clauses. 範圍、價格、GST、期限、進度、保險、變更、缺陷及終止條款。	Purchase order is used for complex or high-risk works. 複雜或高風險工程僅使用採購單。
Payment 付款	Milestone evidence, independent certification where proportionate, retention and final handover. 里程碑證據、相稱的獨立核證、保留款及最終交接。	Full prepayment, undocumented variation or invoice exceeding authority. 全額預付、未記錄變更或發票超越授權。

14.15

Contract governance and contractor performance

契約治理及承包商表現

A committee should manage the contract actually signed, not the relationship the parties remember. For every material engagement, prepare a contract abstract recording parties, services, frequency, standards, reporting, remuneration, indexation, options, insurance, commissions, subcontracting, assignment, variation, default, dispute and termination rights. Diary every notice and option date well before it becomes irrevocable.

委員會應管理實際已簽契約，而非各方記憶中的關係。每項重大委任均應製作契約摘要，記錄各方、服務、頻率、標準、報告、報酬、價格調整、續期權、保險、佣金、分包、轉讓、變更、違約、爭議及終止權。所有通知及續期日期均須在不可逆轉前及早記入日程。

Performance management should use contemporaneous evidence and natural justice. Define the requirement, collect dated evidence, identify the contractual clause, invite a response, decide a proportionate action and monitor cure. Do not use an owner's complaint as proof, or a committee member's private promise as a variation. For management-rights engagements, specialist advice should be obtained before issuing breach, remedial, transfer or termination material.

表現管理應採用同期證據及程序公正。先界定要求、收集註明日期的證據、指出契約條款、邀請回應、決定相稱行動並監察補救。不得把業主投訴當作證明，亦不得把委員私人承諾當作變更。涉及管理權委任時，在發出違約、補救、轉讓或終止文件前應取得專業意見。

14.16 Minutes, records, the data room and privilege / 會議紀錄、法定紀錄、資料室及保密特權

Standard Module section 71 requires full and accurate minutes and records of motions. The record should state date, time, place, attendees and capacity, proxies, submitted motions, animal-request details where relevant, exact motion wording, votes for and against, documents tabled, closing time, next meeting and secretary contact. Copies are generally given to committee members and owners within 21 days. A separate action register tracks implementation; it does not replace the statutory record.

標準規管模組第71條要求保存完整準確的會議紀錄及動議紀錄。紀錄應列明日期、時間、地點、出席者及身份、代理、已提交動議、相關動物申請資料、完整動議文字、贊成及反對票數、提交文件、結束時間、下次會議及秘書聯絡資料。副本一般須在21日內送交委員及業主。另設行動登記冊追蹤執行，但不能取代法定紀錄。

The data room should be owned and controlled by the body corporate, use stable names and versioning, and separate permanent records, contracts, finance, insurance, assets, claims and privileged legal material. Body corporate records are generally accessible under the statutory regime; confidentiality labels alone do not remove access rights. Legal professional privilege depends on purpose, lawyer-client character and maintained confidentiality. Circulation should therefore be deliberate and legal advice sought before withholding or widely distributing sensitive material.

資料室應由業主法人團體擁有及控制，使用穩定命名及版本管理，並分開永久紀錄、契約、財務、保險、資產、索償及受法律專業保密特權保護的資料。業主法人團體紀錄一般須按法定制度提供查閱；單純加上「保密」標籤不會消除查閱權。法律專業保密特權取決於文件目的、律師與客戶關係，以及是否持續保密。因此，傳閱須審慎，拒絕提供或廣泛分發敏感資料前應取得法律意見。

REGISTER 登記冊	ESSENTIAL FIELDS 必要欄位	REVIEW FREQUENCY 檢討頻率
Decision + action 決策＋行動	Resolution, authority, owner, deadline, status, evidence and closure. 決議、授權、責任人、期限、狀態、證據及結案。	Each meeting; monthly exception report. 每次會議；每月例外報告。
Contracts 契約	Parties, scope, cost, term, options, notice dates, insurance and status. 各方、範圍、成本、期限、續期、通知日期、保險及狀態。	Monthly; formal annual review. 每月；每年正式檢討。
Conflicts + gifts 衝突＋利益	Person, interest, item, disclosure date, abstention and management step. 人士、利益、事項、申報日、迴避及管理步驟。	Before every affected decision. 每項受影響決策前。

REGISTER 登記冊	ESSENTIAL FIELDS 必要欄位	REVIEW FREQUENCY 檢討頻率
Assets + compliance 資產＋合規	Asset, location, condition, maintenance, warranty, inspection and statutory date. 資產、位置、狀況、維修、保養、檢查及法定日期。	Quarterly; after every major project. 每季；每項重大工程後。

14.17

Communications, privacy and defamation control

通訊、私隱及誹謗控制

Committee communication should be factual, necessary, proportionate and tied to a lawful purpose. Separate the public owner update from the confidential working file. Do not circulate allegations, health information, arrears details, surveillance images or legal advice merely because they were discussed. The code prohibits unfair or unreasonable disclosure, while record-access legislation may require access through a controlled statutory process.

- Report the decision, authority, practical consequence and next step; avoid personal commentary.
- Use neutral subject lines and assume every email may become a body corporate record.
- Channel media, insurer, regulator and lawyer communications through a named spokesperson.
- Correct material errors promptly without rewriting the historical record.

委員會通訊應以事實為本、屬必要、相稱並連繫合法目的。應把公開業主更新與保密工作檔案分開。不得僅因會議曾討論，便傳閱指控、健康資料、欠款詳情、監控影像或法律意見。行為守則禁止不公平或不合理披露，而紀錄查閱法例可能要求透過受控法定程序提供查閱。

- 報告決策、權限、實際結果及下一步；避免人身評論。
- 使用中性主旨，並假設每封電郵均可能成為業主法人團體紀錄。
- 由指定發言人統籌媒體、保險人、監管機構及律師通訊。
- 迅速更正重大錯誤，但不得重寫歷史紀錄。

14.18

By-law administration and owner applications

管理規約行政及業主申請

By-law administration starts with the registered by-law, not a customary rule or committee preference. For an approval application, identify the approving body, information required, decision period, lawful conditions and record. For an alleged breach, identify the precise by-law, collect admissible evidence, distinguish a continuing from a likely future contravention, give the correct statutory notice and allow a fair response. A by-law cannot validly impose a penalty merely because the committee regards the conduct as undesirable.

管理規約行政須由已註冊管理規約開始，而非慣例或委員會偏好。處理批准申請時，須確認批准機關、所需資料、決策期限、合法條件及紀錄。處理涉嫌違反管理規約時，須指出確切管理規約、收集可採證據、區分持續違規與可能再次違規、發出正確法定通知，並給予公平回應機會。委員會不能僅因認為某行為不理想，便以管理規約有效施加罰款。

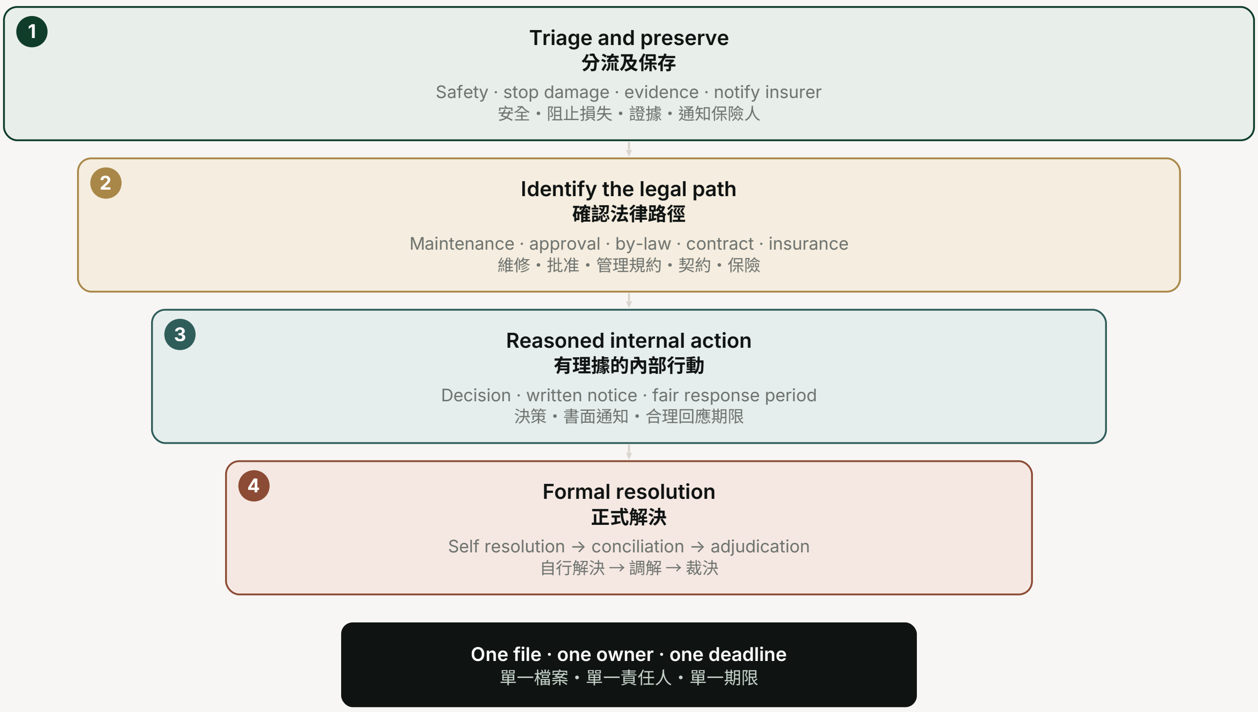
STAGE 階段	COMMITTEE DISCIPLINE 委員會紀律	FILE EVIDENCE 檔案證據
Intake 接收	Record date, applicant/complainant, lot, issue and requested outcome. 記錄日期、申請／投訴人、單元、事項及所求結果。	Original request and acknowledgment. 原始申請及確認收件。
Legal test 法律測試	Read plan, CMS/by-law, legislation, prior approvals and responsibility. 閱讀圖則、CMS／管理規約、法例、先前批准及責任。	Annotated authority note. 附註權限說明。
Evidence + response 證據＋回應	Use dated facts; invite missing information or a response where fairness requires. 使用註明日期的事實；在公平需要時要求補充或回應。	Photographs, statements, reports and correspondence. 照片、陳述、報告及通訊。
Decision + follow-up 決策＋跟進	Exact motion, reasons, conditions, notice, diary and escalation route. 完整動議、理由、條件、通知、日程及升級路徑。	Resolution, notice, service evidence and closure record. 決議、通知、送達證據及結案紀錄。

14.19

Incidents, defects, safety and insurance

事故、缺陷、安全及保險

FIG 33 **Incident, by-law and dispute escalation** ／事故、管理規約及爭議升級路徑



An incident response separates immediate protection from ultimate responsibility. First protect life and property, stop continuing damage where safe, preserve evidence and notify emergency services, the insurer and relevant contractors. Then identify the plan boundary, maintenance responsibility, contract, by-law, defect, approval and insurance pathways. Do not admit liability, destroy failed components or commission irreversible work beyond emergency necessity before the evidence and insurance position are secured.

事故應對須把即時保護與最終責任分開。首先保障生命及財產，在安全情況下阻止損害持續，保存證據，並通知緊急服務、保險人及相關承包商。其後確認圖則界線、維修責任、契約、管理規約、缺陷、批准及保險途徑。在證據及保險立場確定前，不得承認責任、銷毀失效部件，或進行超越緊急必要範圍的不可逆工程。

For major defects, establish a privileged legal and technical workstream where appropriate. Preserve limitation dates, statutory warranty and insurance notices, developer and contractor correspondence, expert independence, access rights and rectification evidence. The committee should report verified facts and funding implications to owners without prejudicing claims. Settlement authority, releases and confidentiality obligations must be approved by the correct decision-maker.

處理重大缺陷時，應在適當情況下建立受保密特權保護的法律及技術工作流。保存時效日期、法定保養及保險通知、開發商及承包商通訊、專家獨立性、進場權及修復證據。委員會應向業主報告經核實事實及資金影響，但不得損害索償。和解授權、免責條款及保密義務須由正確決策者批准。

14.20

Dispute strategy and escalation

爭議策略及升級

A dispute file begins with an outcome, authority and evidence plan. Identify the parties, legal issue, decision under challenge, limitation or response date, relevant records, commercial objective, likely cost and settlement authority. The usual BCCM pathway is reasonable self resolution, then conciliation and, if unresolved or unsuitable, adjudication. Urgent interim relief, court or tribunal proceedings and contractual processes require separate advice.

爭議檔案須由目標、權限及證據計劃開始。確認各方、法律問題、受挑戰決策、時效或回應日期、相關紀錄、商業目標、可能成本及和解權限。一般BCCM途徑為合理自行解決，其後調解；如未解決或不適合，再申請裁決。緊急臨時濟助、法院或審裁處程序及契約程序須另行取得意見。

- Use one chronology and one indexed evidence bundle; distinguish fact, allegation and opinion.
- Record without-prejudice and settlement communications in a controlled location.
- Set decision gates for legal spend, expert scope, offers, proceedings and settlement.
- After resolution, update contracts, by-laws, asset controls and communications so the dispute does not recur.

- 使用單一時序表及單一索引證據冊；區分事實、指控及意見。
- 把不影響權利及和解通訊保存在受控位置。
- 為法律費用、專家範圍、要約、程序及和解設定決策閘門。
- 解決後更新契約、管理規約、資產控制及通訊，避免爭議重演。

14.21

The first 90 days of a new committee

新委員會首90日

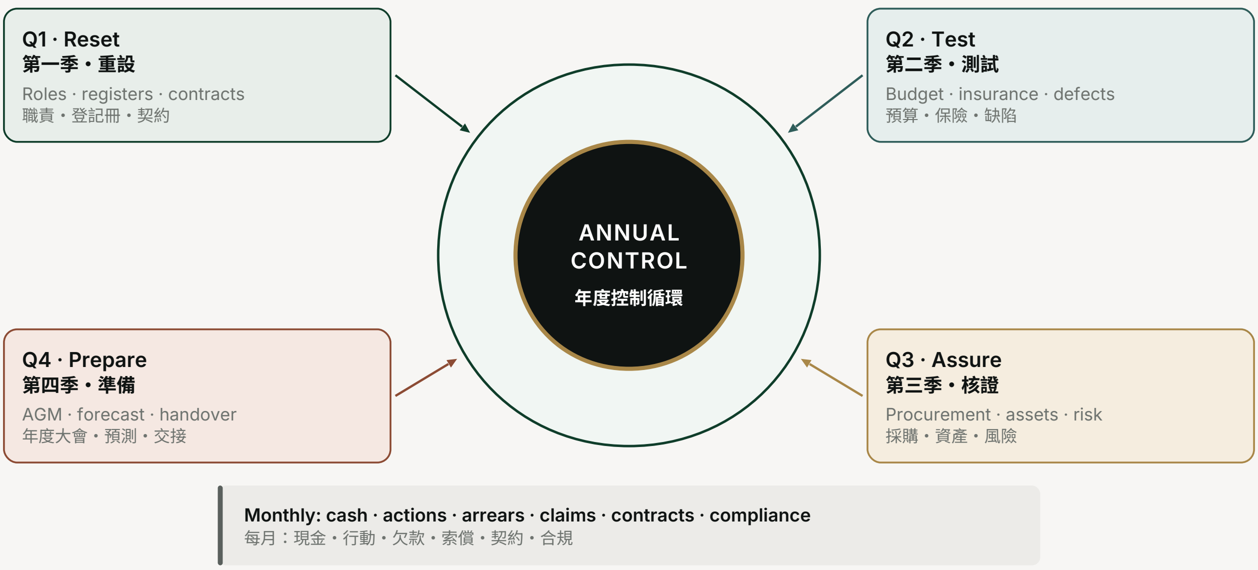
PERIOD 時段	PRIORITY ACTIONS 優先行動	PARTNER'S CONTROL QUESTION 合夥人控制問題
Days 1-14 第1至14日	Confirm members, offices, module, CMS, delegations, bank access, insurer, manager, records and urgent dates. 確認委員、職位、模組、CMS、授權、銀行權限、保險人、管理人、紀錄及緊急日期。	Who can decide, sign, pay and communicate today? 今天由誰決策、簽署、付款及通訊？
Days 15-30 第15至30日	Adopt meeting calendar, conflicts register, action register, contract register, procurement protocol and incident matrix. 通過會議日程、利益衝突、行動、契約登記冊、採購規程及事故矩陣。	Can every current obligation be found and assigned? 每項現行義務能否找到並分派？
Days 31-60 第31至60日	Review cash, arrears, budget, sinking-fund forecast, insurance, major assets, defects, claims and contractor exceptions. 檢討現金、欠款、預算、儲備基金預測、保險、重大資產、缺陷、索償及承包商例外。	What could cause uninsured loss, service failure or a special levy? 甚麼可引致無保險損失、服務失效或特別管理費？
Days 61-90 第61至90日	Publish priorities, approve a 12-month work plan, close legacy actions and commission proportionate specialist advice. 公布優先事項、批准12個月工作計劃、結束遺留行動並委任相稱專業意見。	What will owners be able to measure at year-end? 年底時業主可衡量甚麼成果？

14.22

Annual governance calendar and assurance cycle

年度治理日程及核證循環

FIG 34 **Annual committee governance calendar** ／委員會年度治理日程



The committee should operate to a 12-month assurance calendar rather than reacting only to meetings. Monthly review covers cash, arrears, actions, incidents, claims, contracts and compliance. Quarterly review tests risk, asset condition, procurement, delegated authority and forecast variance. Annual review prepares the AGM, elections, budgets, insurance, sinking-fund forecast, contract strategy, records handover and the next committee's priorities.

委員會應按12個月核證日程運作，而非只在會議時被動反應。每月檢討現金、欠款、行動、事故、索償、契約及合規；每季測試風險、資產狀況、採購、授權及預測差異；每年準備年度大會、選舉、預算、保險、儲備基金預測、契約策略、紀錄交接及下屆委員會優先事項。

14.23

Decision drafting, minutes and the committee dashboard

決策擬定、會議紀錄及委員會儀表板

Good governance becomes repeatable when the committee uses standard drafting structures. A motion should state the legal act to be done, the amount and fund, the counterparty, the authority to sign, the limits on variation, the implementation timing and the reporting record. Minutes should record the decision and prescribed facts; a decision memorandum may separately record fuller reasons where the issue is complex, sensitive or likely to be challenged.

委員會採用標準擬定架構，良好治理才可重複執行。動議應列明將作出的法律行為、款額及基金、交易對方、簽署授權、變更限制、執行時間及報告紀錄。會議紀錄應記錄決策及訂明事實；如事項複雜、敏感或可能受挑戰，可另以決策備忘錄記錄較完整理由。

TEMPLATE 範本	MODEL STRUCTURE 示範架構	QUALITY TEST 品質測試
Motion 動議	That the committee [approve/engage/give notice] under [authority], on [scope], for [price/fund], authorising [person] subject to [controls]. 委員會依據[權限]批准／委任／發出通知，範圍為[範圍]，價格／基金為[資料]，並授權[人士]，但受[控制]約束。	Can a stranger implement it without guessing? 陌生人能否無須猜測便執行？
Minute 會議紀錄	Attendance, quorum, disclosures, exact motion, amendment, votes, result, tabled documents and implementation hold. 出席、法定人數、申報、完整動議、修正、票數、結果、提交文件及執行等待。	Can the statutory process be reconstructed? 能否重構法定程序？
Action entry 行動記錄	Resolution reference, responsible owner, deadline, milestone, cost, evidence, status and closure. 決議索引、責任人、期限、里程碑、成本、證據、狀態及結案。	Does overdue work become visible before loss occurs? 逾期工作能否在損失前顯現？

DASHBOARD MEASURE 儀表板指標	GREEN 綠色	AMBER OR RED 黃色或紅色
Decisions 決策	Authority note, exact motion and record complete. 權限說明、完整動議及紀錄齊全。	Retrospective approval, missing reasons or unclear owner. 追溯批准、理由欠缺或責任人不清。
Finance 財務	Reconciled, within forecast and supported. 已對帳、符合預測及有證據。	Unreconciled item, cash pressure, arrears or unbudgeted commitment. 未對帳、現金壓力、欠款或預算外承擔。

DASHBOARD MEASURE 儀表板指標	GREEN 綠色	AMBER OR RED 黃色或紅色
Contracts 契約	Dates, insurance, performance and variations current. 日期、保險、表現及變更均為最新。	Expired insurance, missed notice, scope drift or undocumented variation. 保險過期、錯過通知、範圍漂移或未記錄變更。
Assets + risk 資產＋風險	Inspections, maintenance and claims on plan. 檢查、維修及索償按計劃進行。	Safety issue, recurring defect, uninsured exposure or overdue statutory action. 安全問題、重複缺陷、無保險風險或逾期法定行動。

Important notice

重要聲明

This guide is general educational information. It is not legal, financial, tax, building or investment advice, and it does not create a lawyer–client relationship. Property and body corporate outcomes turn on the particular contract, title, survey plan, community management statement, applicable regulation module and the law in force at the relevant time.

本指南僅提供一般教育資訊，並非法律、財務、稅務、建築或投資意見，亦不構成律師與客戶關係。物業及業主法人團體的法律結果，取決於個別契約、產權、測量圖則、社區管理聲明、適用的規管模組，以及相關時間的現行法例。

Obtain independent Queensland legal advice before signing a contract, waiving a condition, settling, or buying management rights. Where the English and Chinese texts differ, the English text governs.

簽署契約、放棄條件、辦理交割或購買管理權前，應取得獨立的昆士蘭法律意見。如中英文本有異，概以英文為準。

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